



CONSTITUTION

**Approved by CWACS Committee wef 1st April 2024
Amended 13th March 2025**

Alexis McEvoy BSc (Hons) Langley Lodge, Lepe Road, Langley, Southampton SO45 1XR on behalf of

CWACS Calshot & Waterside Alliance of Clubs

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SECTION 1		NAME AND PURPOSES
	1	The name of the Organisation which is an Unincorporated Association shall be: Calshot and Waterside Alliance of Clubs and referred to in this Constitution as CWACS.
	2	Interpretation i. The Committee means The CWACS Committee. ii. Stakeholders means clubs or user groups affiliated to CWACS. iii. CAC or The Centre means Calshot Activities Centre. iv. The Local Authority means the County Council of the Administrative County of Hampshire. v. The Director means the current Chief Officer of Calshot Activities Centre appointed by the Local Authority. vi. Centre Rules mean any Rules published by the Director to regulate activities carried out by any persons on the Centre site.
	3	The purposes for which CWACS is constituted shall be: i. To provide a communication channel and link between the stakeholders. ii. To support the interests of all affiliated clubs. iii. To maintain a website to promote Affiliated Clubs, Associate Clubs and Voluntary Organisations. iv. To enable the collection of Affiliated Club Membership fees. v. To provide bursaries for local children in need, in accordance with CWACS Bursary Scheme vi. At the discretion of the CWACS Committee, provide financial or material support for approved Club projects. vii. At the discretion of the CWACS Committee, provide financial or material support for approved CAC projects proposed by The Centre Director.
SECTION 2		OFFICERS
	4	The Officers of CWACS shall be: i. The President ii. The Chairman iii. The Vice Chairman iv. The Honorary Treasurer v. The Secretary
	5	Tenure of Office i. Officers of CWACS shall hold office for one year. ii. Officers of CWACS shall be elected at the Annual Meeting of CWACS. iii. Retiring Officers will be eligible for re-election. iv. Any Committee vacancy will be filled as soon as possible and the Secretary will make the necessary arrangements to fill a vacancy. v. A retiring President automatically becomes an Honorary Vice President.

6	Duties of the President i. The President is an honorary position within CWACS. ii. He/she will be a member of the Committee and contribute to policy creation. iii. Provide advice to any of the officers of CWACS as required. iv. Be a member of The Executive or any sub-committee if required and if such a request is deemed suitable. v. Contribute to the general standard of CWACS and provide an understanding of the ethos and codes of conduct required.
7	Duties of the Chairman i. The Chairman will lead the Committee in making decisions to achieve the ambitions of CWACS and its stakeholders. ii. To Chair meetings when required including the AGM or SGM. iii. To provide direction by effective leadership. iv. To ensure the succession and forward planning for CWACS. v. To liaise with CAC's Director as and when necessary. vi. To ensure transparency of all decisions. vii. Work closely with the Executive Committee, Secretary and Treasurer. viii. To use a casting vote on unresolved club issues and disciplinary matters. ix. Assist the Secretary in setting the agenda for meetings and ensure it is in line with CWACS aims and objectives. x. To act as a mediator if disagreements arise between Committee Members. xi. Present CWACS' annual report at the AGM
8	Duties of the Vice Chairman i. To assist the Chairman in organising and developing a programme of aspirations for CWACS. ii. In the absence of the Chairman, to chair formal and informal meetings of The CWACS Committee, The Executive, the AGM and any working groups. iii. To ensure that such meetings are conducted fairly, efficiently and in accordance with CWACS' requirements. iv. To monitor the website and make suggestions for improvements.
9	Duties of the Secretary i. Keep a register of Stakeholder's contact details. ii. Conduct the correspondence of CWACS. iii. Keep custody of all CWACS' documents. iv. Hold and maintain all Professional Indemnity Insurance policies as may be needed to protect the interests of CWACS, its Officers and its Stakeholders. v. Keep full minutes of all meetings of CWACS Committee and the Executive. vi. Ensure CWACS remains GDPR compliant.

	10	Duties of the Treasurer - Maintain and keep records of accounts either manually or electronically as are necessary to give a true and fair view of the state of finances of CWACS. - Provide an account summary to the Executive. - Arrange for the accounts to be duly audited annually by auditors appointed by the CWACS Committee. - Prepare an Annual Balance Sheet for The CWACS Committee each year as necessary to be reviewed at least once annually and to be made available at least fourteen days before the date of the Annual General Meeting.
SECTION 3		COMMITTEES
	11	The Committees of CWACS shall be: The Full Committee referred to as the CWACS Committee, will meet at least once each year which will be the Annual General Meeting. The Executive Committee referred to as the CWACS Executive will meet as required to receive the Minutes of The Officer Group and authorise expenditure. Sub Committees to be established as considered necessary by the Full Committee for the purpose of conducting an in-depth review of any policy or issue that affect CWACS. The Officer Group will meet as required by the Chairman for managing the day-to-day affairs of CWACS.
	12	Membership of the Committees: The Full Committee - The President - The Chairman - The Vice-Chairman - The Honorary Treasurer - The Assistant Honorary Treasurer - The Secretary - The Officer Group Minute Taker - Honorary Members - One Representative for each club that has affiliated to CWACS. - One Representative for each CWACS Associate Club. - One Representative for each Volunteer Organisation on site (NCI, RNLI) - Up to two other members to be co-opted by the Committee at their discretion. - Optionally, the Centre Director or substitute. (non-voting) The Executive - The President - The Chairman of the CWACS Committee - The Vice-Chairman of the CWACS Committee

		iv. The Honorary Treasurer of the CWACS Committee v. The Assistant Honorary Treasurer vi. The Secretary of the CWACS Committee AND/OR vii. The Officer Group Minute Taker. viii. Chairmen of Affiliated Clubs as Below: - Chairman of Angling Club - Chairman of Caravan Club - Chairman of Windsurf Club - Chairman of Ski Club The Officer Group i. The Chairman ii. The Vice-Chairman iii. The Honorary Treasurer iv. The Group Minute Taker
SECTION 4		PROCEEDURE FOR MEETINGS
	13	Business of The Full Committee i. To confirm the Minutes of the previous Full Committee Meeting. ii. To receive reports from the Chairman. iii. To receive a report from the Honorary Treasurer. iv. To receive reports from representatives of Stakeholders.
	14	Business of the Annual General Meeting CWACS shall hold the Annual General Meeting (AGM) in the months of November/December to: i. Approve the minutes of the previous year's AGM. ii. Receive reports from the Chairman and Secretary. iii. Receive a report from the Honorary Treasurer and approve the Annual Accounts. iv. Elect the Officers of CWACS for the ensuing year. v. Elect members of the Executive. vi. Approve one Committee representative from each Affiliated club. vii. Approve one Committee representative from each Associate club. viii. Approve one Committee representative from each Voluntary Organisation. ix. Approve recommendations from The Executive for Honorary positions. x. Agree the Affiliation & Associate Member fees for the following year. xi. Consider any proposed changes to the Constitution. xii. Deal with other relevant business.
	15	Business of the Executive The Executive Committee referred to as The Executive will meet as required by the Chairman:

		a. To receive the Officer Group Minutes. b. To authorise expenditure on a CWACS project. c. To authorise expenditure as requested by stakeholders. d. To authorise expenditure on Bursary applications. e. To authorise expenditure on Small Grants Applications f. To discuss and approve or reject any project put forward by CAC. g. To deal with any other CWACS business as appropriate h. To approve nominations for Honorary positions. i. To agree honorariums if appropriate, to be paid in arrears. Business of the Officer Group The Officer Group will meet as required by the Chairman for managing the day-to-day affairs of CWACS and will consider: a. Bursary applications. b. Grant requests from Clubs. c. Grant requests from CAC.
	16	Special General Meetings A special meeting of CWACS will be called by the Secretary upon a request by the Chair or within fourteen days of a written requisition by 8 Committee members.
	17	Notice and Rules of Meetings i. Notice of Committee Meetings and Executive Meetings will be given by the CWACS Secretary with at least 7 working days' notice. ii. Notice of the AGM will be given by the CWACS Secretary with at least 14 days' notice. iii. Nominations for Officers of CWACS will be sent to the secretary, no later than 7 days prior to the AGM. iv. Changes to the Constitution shall be sent to the Secretary at least 14 days prior to the AGM, who shall then circulate them to the membership at least 7 days before an AGM. v. All members have the right to vote at the AGM. vi. The Chairman of CWACS shall hold a deliberative as well as a casting vote at general and committee meetings. vii. An Extraordinary General Meeting (EGM) may be called by an application in writing to the CWACS Secretary supported by at least 33% of the affiliated Club representatives. viii. All procedures shall follow those outlined above for AGMs.
	18	Quorum & Voting at Meetings i. The quorum will be 33% of the Committee members, except for a meeting considering a change in the Constitution when it will be 75% of the Committee. ii. The quorum for the Executive Committee will be four members to include at least two officers being the Chairman, Vice Chairman, Treasurer or Secretary. iii. Voting – Each decision made at a CWACS Committee or Executive meeting must be determined by a simple majority verdict, made by those present. iv. Only members appointed to the Committee will be allowed to vote.

	19	Amendments to the Constitution The Constitution will only be changed through agreement by majority vote at an AGM or EGM.
SECTION 5		FINANCES OF CWACS
	20	The finances of CWACS will be managed as follows: i. A bank account will be maintained on behalf of CWACS at a bank agreed by the CWACS Committee. ii. All monies received by CWACS will be recorded by the Treasurer. iii. The Honorary Treasurer will receipt and bank these monies in accordance with normal financial practice. iv. There will be at least three signatories to the account (so that there are always two available to authorise payments) v. Each transaction will require two signatures. vi. Records of income and expenditure will be maintained by the Honorary Treasurer and an annual statement of accounts will be presented to the Annual General Meeting vii. All money raised by CWACS will be spent solely on the objects laid out in the constitution. viii. Accurate and transparent records will be kept at all times. ix. CWACS' financial year shall run from 1st April - 31st March.
SECTION 6		MEMBERSHIP OF CWACS
	21	1. CWACS membership will comprise Clubs that pay an agreed fee per Club Member to be affiliated to CWACS. 2. Clubs that pay an agreed Club fee to be Associate Members of CWACS. 3. CWACS membership will not be open to individuals.
	22	Types of Membership i. Affiliated Club Membership: applies to Clubs whose own Members pay a standard universal Membership Fee. The Club pays to CWACS an agreed fee per Club Member for each renewed or new membership payable on 30th September and 31st March in arrears. ii. Associate Club Membership: applies to Clubs where their own membership structure is more complicated than the standard Club Membership fees. The club can still become a CWACS member on agreed terms and conditions renewable on 1st April annually. iii. Associate Junior Club Membership: applies to Clubs where their Club Members are under 18. The club can still become a CWACS member on agreed terms and conditions renewable on 1st April annually. iv. Volunteer Club Membership: applies to volunteer groups such as The RNLI and NCI. No charge. v. Honorary Membership is given to individuals for distinguished or meritorious service approved by The Executive and applies also to spouse. They may vote but are not eligible to hold office. Also included are Honorary Members from Calshot Activities Centre Association.

	23	Membership Benefits i. CWACS will provide Public Liability and Individual Trustee insurance to CWACS Officers and the Officers of Clubs affiliated to CWACS. The insurance is designed to protect trustees, directors, governors, committee members and officers of a charity, club, association or not-for-profit organisation. ii. CWACS will enable the collection of Affiliated Club memberships. iii. Affiliated Club membership confers voting rights on one club representative nominated by their club at CWACS Committee Meetings as well as the benefit of a club page on the CWACS website. iv. Associate Club membership confers voting rights on one club representative nominated by their club at CWACS Committee Meetings as well as the benefit of a club page on the CWACS website. v. Associate Junior Club membership confers voting rights on one club representative nominated by their club at CWACS Committee Meetings as well as the benefit of a club page on the CWACS website. vi. Volunteer Organisation membership confers voting rights on one representative nominated by their organisation at CWACS Committee Meetings as well as the benefit of a club page on the CWACS website. vii. Life Members enjoy full voting rights at all CWACS meetings.
	24	Membership Fees i. Affiliated Club membership £5.00 per Club Member to be reviewed annually. ii. Associate Club Membership £150.00 to be reviewed annually. iii. Associate Junior Membership £50 to be reviewed annually. iv. Volunteer Organisation Membership. No charge.
	25	Register of CWACS Members i. The Secretary of CWACS will maintain a register containing the names and contact details of CWACS Members. ii. Although individual Club member details are collected through the CWACS website, the details are responsibility of each Club. iii. All details will be maintained in accordance with General Data Protection Legislation. (See duties of Secretary)
	26	How to Join CWACS Membership can only be purchased according to the Membership Type listed above at 21.
	27	Non-Payment of Membership Fee An Affiliated Club Membership fee or Associate Member fee that has not been paid within 30 days of the invoice being submitted will result in the specific Club page being removed from the website.

	28	Bringing CWACS into Disrepute i. All Affiliated, Associate or Volunteer Members will be expected not to bring CWACS into disrepute. ii. Any infringement will be brought to the attention of the Executive Committee, who will decide what action should be taken.
	29	Ceasing to be a Member of CWACS i. Any Affiliated Club, Associate Club or Volunteer Organisation wishing to cease membership of CWACS, MUST notify the Secretary in writing by email giving 12 months' notice. The reason is to ensure complete removal of all details of Members of individual Clubs and for the website to be completely accurate and transparent. ii. Ceased memberships will be recorded by the Secretary. iii. No refund will be due for any pro-rata remaining membership fee. iv. Cancelled membership data will remain on The CWACS records in line with CWACS data protection policies in force at the time.
SECTION 7		CONDUCT OF MEMBERS
	30	Discipline i. All members using Calshot Activities Centre are required to adhere to Centre rules. ii. Action on infringement of Centre rules will be determined by the Director. iii. Each Club has a responsibility to ensure its members adhere to Centre rules.
SECTION 8		INDEMNITY
	31	i. The members of the Executive Committee will not be liable for any loss suffered by CWACS as a result of the discharge of their respective duties on its behalf. ii. The exception to (i) above is if such loss arises from their respective wilful default and/or negligence of The Executive Committee.
SECTION 9		DISSOLUTION OF CWACS
	32	i. CWACS may be dissolved by a resolution of The CWACS Committee and The Executive Committee acting jointly. ii. The dissolution will take place after the discharge of all debts, assets and liabilities of CWACS. iii. Any property or monies remaining will be distributed amongst deserving causes as identified by the Executive Committee and voted on, at an Extraordinary Meeting of all the members of the Executive Committee. iv. The majority will have the vote and in the event of a draw, the Chair will have the casting vote.
SECTION 10		CWACS WEBSITE www.cwacs.co.uk
	33	i. The annual costs of running the website will be borne by CWACS. ii. The finance for maintaining the website will be drawn from the income raised from Affiliated Club Membership fees and Associate Club Membership fees.

		iii. The website will be the only way to initiate Membership to Clubs. iv. The website will be the only way for individual Club Memberships to be renewed. v. The collection and renewal of individual Membership fees will be done automatically via the payment portal on the website. vi. CAC will be directed to the Small Grants application form on the CWACS website if they want funding for a project. vii. The website will be the portal to promote Affiliated and Associate Clubs.
SECTION 11		POLICIES OF CWACS
	34	Privacy Policy i. The Privacy Policy will be displayed on the website. ii. The Data protection policy will be contained within the Privacy Policy.
	35	Equal Opportunities Policy i. Our commitment is to eliminate discrimination whether by reason of gender, sexual orientation, race, nationality, ethnic origin, colour, religion or ability and to encourage equal opportunities.
	36	Health and Safety Policy i. Health and safety law does not generally apply to volunteers running a club with no employees unless the club has responsibility for premises like a clubhouse or playing fields. ii. CWACS' commitment to Health and Safety is displayed on the CWACS' website. iii. CWACS recommends all Affiliated and Associate Clubs to have and develop their own Health and Safety Policy. iv. Affiliated and Associate Clubs operating from Calshot Activities Centre must adhere to relevant Health and Safety guidance and advice, working within appropriate H&S legislation.
SECTION 12	37	ABOUT OUR YOUTH BURSARY SCHEME Our Bursaries are awarded to Waterside children in need under the age of 18 who could benefit from facilities at Calshot Activities Centre. We can fund up to £150.00 per application or half the cost of the course whichever is lower. The CWACS Executive has discretionary powers to alter the amount of funding or in exceptional cases for applicants to be considered from outside the area. Our Bursary scheme indirectly supports CAC where that support is for a course or activity at CAC.
SECTION 13	38	MISCELLANEOUS i. This Constitution document supersedes and takes precedence over all previous Constitution documents. ii. This Constitution should be reviewed every three years. iii. CWACS will work co-operatively with CAC.

Sir Julian Lewis MP	CWACS President Date _____
Councillor Alexis McEvoy BSc (Hons)	CWACS Chairman Date _____

A **memorandum of understanding** will be attached to this Constitution if necessary to cover items not specifically referred to in this Constitution. It will be reviewed periodically but at least once every three years in line with a **triennial** revision of this Constitution.

A **memorandum of understanding** is a formal document describing the broad outlines of an **agreement** that two or more parties have reached through negotiations. It has moral force but does not create legal obligations but signals the intention of all parties to move forward with a statement of serious intent – agreed voluntarily by equal partners – of the commitment, resources and other considerations that each of the parties will bring.