



## **Constitution of the Morgan Sports Car Club – Northern Centre**

### **1. Name**

1.1 The full name of the Centre Shall be “The Morgan Sports Car Club Northern Centre”.

### **2. Objectives**

2.1 The objectives of the Centre are:

- 2.1.1 To act according to the rules of the Morgan Sports Car Club Limited (MSCC).
- 2.1.2 To encourage and promote sporting and social events, the exchange of information, technical and otherwise, and matters of general interest to Morgan car owners and enthusiasts.
- 2.1.3 To afford MSCC members such benefits and privileges as it may be possible to arrange.
- 2.1.4 To be a non-profit making organisation.

### **3. Management**

- 3.1 Authority and responsibility for the business and property of the centre, including meeting these objectives, will be vested in the Centre Secretary.
- 3.2 To achieve clause 3.1 the Centre Secretary may be assisted by the Officers of the Centre elected at the AGM. (Current Committee members can be found on the web site [Click this link for details](#))
- 3.3 The Centre Secretary has a duty to ensure that the Centre and its members comply with Motor Sport Association (“MSA”) regulations, so as not to invalidate any insurance protection or risk fines and penalties being imposed by the MSA.
- 3.4 The Centre Secretary has a duty to ensure that the Centre and its members are General Data Protection Regulation (“GDPR”) compliant.
- 3.5 The Centre Secretary has a duty to ensure that the Centre and its members act responsibly and in a manner that does not invalidate the MSCC Public Liability insurance.
- 3.6 The Centre Secretary has a duty to ensure that the Centre and its members do not contravene Child Safeguarding and Vulnerable Adult legislation.
- 3.7 The Centre Secretary has a duty to ensure proper control is exercised over the finances of the Centre.

### **4. Membership of the Centre**

- 4.1 A register shall be kept of all persons who are members of the Centre and the person keeping the register must be GDPR Compliant regarding the safekeeping of information.
  - 4.1.1 Members may restrict the sharing of their details with other members as stated on the application form
  - 4.1.2. Members may also request to rescind their previous permission by writing to the Centre Secretary
- 4.2 Only persons who are members of the MSCC or affiliated club may become a member of the Centre.
  - 4.2.1 All members must abide by the rules of The Northern Centre.
- 4.3 Applicants are required to produce a current MSCC membership card at the time of application and annually thereafter.
  - 4.3.1 If a member does not renew their MSCC subscription they must inform the Centre Secretary and resign from the Centre
- 4.4 Joint membership of the Centre is permitted, recognising that MSCC also allows joint membership under one membership number.
- 4.5 The Centre will charge an annual subscription.

- 4.6 Centre Members are welcome to bring non MSCC members to meetings as guests.
- 4.6.1 If such attendances become a regular event, the guest should be invited to join MSCC. Any guest declining such an invitation should be asked to cease their attendance at Centre meetings.
- 4.6.2 Guests are not entitled to vote on Centre matters and should be restricted from participation in Centre and MSCC activities.

## **5. Membership Subscription**

- 5.1 The annual subscription fee shall be due without demand on the 1<sup>st</sup> April (“the due date”).
- 5.2 The annual subscription for the following year shall be determined by the Committee.
- 5.3 If a member’s subscription is not paid within 3 months following the due date, the membership of the Centre shall be automatically terminated.

## **6. Centre Finances**

- 6.1 The Centre Secretary and one other Centre member are required to authorise all expenditure of a routine nature.
- 6.2 Exceptional expenditure shall require the prior approval of the majority of the members present at a meeting of which due notice has been given.
- 6.3 All cheque payments shall require two signatories, the Centre Secretary and the Centre Treasurer.
- 6.4 A member sanctioned by the AGM shall serve as a further signatory and be empowered to act if necessary in the case of the incapacity or prolonged absence of one of the other two signatories.
- 6.5 The accounts, presented to the AGM each year for approval by the members, shall be independently reviewed
- 6.6 The members authorise the Centre Secretary to apply for interest free loans from MSCC to fund the cost of exceptional expenditure, in accordance with MSCC rules.
- 6.7 Members organising events on behalf of the Centre shall have reasonable expenses reimbursed after receipts have been sanctioned by the Centre Secretary and the Centre Treasurer.

## **7 Elections and Voting rights**

- 7.1 Only MSCC members who are also Centre Members have a right to vote at an AGM or EGM.
- 7.2 All candidates for posts must be paid up members of the MSCC and a member the Centre.
- 7.3 All proposals and secondments for positions can only be made by Centre Members and shall reach the Centre Secretary prior to the AGM or EGM.
- 7.4 Each Centre Member, having complied with clause 5.1, shall be entitled to one voting card per subscription at the Centre AGM.
- 7.5 Centre Members shall be entitled to a proxy vote provided they have given written permission to the Centre Secretary prior to the meeting.
- 7.6 Centre Officers shall be elected for a period of one year and may stand for re-election at subsequent AGM’s

## **8. Annual General Meeting**

- 8.1 The Centre Secretary shall set the venue and the date for the AGM.
- 8.2 Centre Members shall have at least four weeks notice of the date and time of the AGM.
- 8.3 For voting purposes a quorum of 5 Centre Members is required to be present in person or by proxy.
- 8.4 The business transacted at an AGM shall include:
- 8.4.1 Election of officers for the following year.
- 8.4.2 Approval and passing of the accounts for the previous year.
- 8.4.3 Approval of a current list of Centre property and authorisation for any to be written off or scrapped.

8.4.4 Any other business notified to the Centre Secretary by a Centre Member in writing at least two weeks before the AGM.

8.5 Centre Members wishing to raise issues at the AGM shall notify the Centre Secretary in writing at least two weeks before the AGM.

### **9. Records and Property**

9.1 The Centre Secretary shall be responsible for the safe keeping of Centre records and property and must ensure, where applicable, compliance with GDPR.

9.2 The records and property of the Centre shall belong to the Centre and not to any one individual.

### **10. Extraordinary General Meeting**

10.1 The Centre Secretary may call an Extraordinary General Meeting (EGM), or at the written request of at least 10 Centre Members, or 20% of the Centre Membership, whichever is the greater.

### **11. Members shall not make a profit out of the Centre**

11.1 No Centre Member may on any pretence or in any other manner receive any profit or salary from the funds of the Centre.

### **12. Alterations to the Constitution**

12.1 Alterations to the constitution shall only be made at the AGM or at an EGM called in accordance with clause 10.

12.2 Such alterations shall not become effective unless supported by two thirds of the Centre Members.

12.3 Any Centre Member proposing an alteration to the constitution shall notify the Centre Secretary of the details in writing at least six weeks before the relevant meeting.

12.4 Any such proposed alteration shall be notified to the Centre Members via the Newsletter.

12.5 The Centre Secretary shall notify the MSCC Company Secretary of any alterations to the constitution.

### **13. Notices and communications**

13.1 Notices, whether formal or informal, shall be in such written form as decided by the members and may include, letters, emails, newsletters, Miscellany magazine and any other electronic means.

13.2 To comply with GDPR all communications in a group email format are sent as blind copiers ("Bcc")

13.3 Records of lapsed members will be deleted.

13.4 The hard drive of any computer equipment becoming obsolete will be destroyed before being disposed of.

### **14. Centre closure**

14.1 The decision to close must be with the agreement of the members of the Centre.

14.2 The members of the Centre will decide what shall become of the assets of the Centre, including balances with banks and other financial institutions, cash, investments and tangible property after the discharge of any liabilities.

14.3 The members of the Centre will decide what shall become of the records of the Centre and who shall keep them, having due regard to any Statutory requirements for them to be kept for a period of time after closure.

14.4 The Centre Secretary must inform the MSCC Company Secretary when the Centre has been closed and how any assets of the Centre have been disposed of.