# Kirkcaldy 

 GymnasticsClub

## CONSTITUTION

Adopted Version: 07.10.21

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## 1. NAME and ADDRESS

1.1 The club shall be called KIRKCALDY GYMNASTICS CLUB hereinafter referred to as "the Club".
1.2 The Club will be affiliated to the sport's national governing bodies; Scottish Gymnastics and British Gymnastics.
1.3 Kirkcaldy Gymnastics Club, upon registration, will be a Scottish Charitable Incorporated Organisation (SCIO).
1.4 The principal office of the club will be in Scotland (and will remain in Scotland).

## 2. PURPOSE

2.1 The Club's charitable purpose is for the advancement of public participation in the amateur sport of artistic gymnastics.
2.2 The club will encourage persons of all abilities to engage in the delivery of and/or participate in gymnastics by providing gymnastics facilities, activities and training to improve the fitness, health and well-being of the persons for whom the activity is intended.

## 3. AIMS AND OBJECTIVES

The aim of the Club is to develop, promote and encourage the sport of gymnastics, and do this by:
3.1 Providing gymnastics sessions to all participants in a fair and inclusive environment.
3.2 Providing gymnastics sessions under the supervision of qualified coaches for both recreational and competitive purposes.
3.3 Encouraging the development of coaches, officials and administrators within the Club and providing opportunity for qualification and experience to be gained by willing persons from the wider community.
3.4 Promotion of the Club within the gymnastic and wider community.
3.5 Supporting the aims of Kirkcaldy and Central Fife Sport's Council as a member, Active Fife Activity Provider of services, the Fife Gymnastics Network, Scottish Gymnastics and British Gymnastics.
3.6 The SCIO has the power to do anything which is calculated to further its purposes or is conducive or incidental to doing so, as stated in section 50(5) of the Charities and Trustee Investment (Scotland) Act 2005.

## 4. GENERAL STRUCTURE


4.1 General Members of the club have the right to attend Member's meetings (including A.G.M.) and have important powers under the constitution including (without limitation): the power to appoint people to serve on the Management Committee or as Trustees and to raise Club concerns by written resolution to the Board.
4.2 The Management Committee will hold meetings to ensure the day-to-day business of the Club is managed effectively.
4.3 The Board of Trustees will hold meetings and generally control the activities of the SCIO (for example, for monitoring and controlling the financial position of the SCIO).

## 5. MEMBERSHIP: General Members

5.1 By joining the Club: it will be deemed that all members are subject to the constitution and codes of conduct of the Club and the regulations of the National Governing Body (Scottish Gymnastics).
5.2 Membership is open to all and no application for membership will be refused. However, the Board may, at its discretion, refuse to admit any person to the membership on any reasonable grounds.
5.3 Membership will commence when the applicant signs the club membership application form AND successfully applies to join the National Governing Body (Scottish Gymnastics). The club will process any fees related to this application.
5.4 There will be no discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, political or other opinion.
5.5 All applications for membership shall be accompanied by the appropriate monthly membership fee which varies depending on the number of sessions attended. Membership fee includes session payment and affiliation to Scottish Gymnastics Association for insurance purposes and Club registration fees. Monthly session payments must be met and continued throughout the year in order to maintain membership of the Club.
5.6 Each fully paid-up or ordinary member (5.8.3) may be elected and serve on the Management Committee.
5.7 Each fully paid-up member shall be entitled to attend and vote at General or Annual General Meetings.
5.8 Members shall consist of:
5.8.1 Where junior gymnasts who have not attained the age of sixteen years, member and voting rights for such members will be vested in their parent or guardian.
5.8.2 Senior gymnast members who have attained the age of sixteen years.
5.8.3 Ordinary members who are those who have attained the age of sixteen years and take an active interest in any aspect of the organisation of the Club.

Membership termination:
5.9.1 May be terminated by the member at any time by informing the Club secretary. Any fees paid may not normally be returned.
5.9.2 May not be transferred by a member at any point.
5.9.3 Will terminate when that person dies or ceases to exist.
5.9.4 Will terminate without member consent if the Board deems the member:

- is guilty of conduct which has or is likely to have a serious adverse effect on the SCIO or bring the SCIO or any or all of the members and Charity Trustees into disrepute,
- has acted or has threatened to act in a manner which is contrary to the interests of the SCIO as a whole or,
- has failed to observe the terms of this constitution.
5.10 The Club will maintain a register of all active members. This will be maintained in the British Gymnastics online platform 'GymNET' in accordance with GDPR.


## 6. MANAGEMENT COMMITTEE

6.1 The Management Committee will consist of the Trustees of the Club (see section 7) and up to 8 additional committee members to fulfil the office bearer roles of the Committee who will be appointed at the Annual General Meeting including:

Chairperson, Vice Chair, Club Secretary, Treasurer, Safeguarding Officer and Management Committee Member.
6.2 A representative of the coaching team will also be present on the Management Committee. Normally this will be the Head Coach, however, another senior coach may assume this role.
6.3 All appointed and co-opted members will have a vote with regards to Club issues raised at Management Committee meetings.
6.4 The Committee, including co-opted members, shall retire each year at the Annual General Meeting but shall be eligible for re-election.
6.5 A register of the management committee will be kept and maintained for a 6 year period and will include:
i) full name and address,
ii) dates in which the trustee was in post and
iii) any position held by them on the Management Committee.
6.6 The Management Committee members must follow the code of conduct outlined in the club manual.
6.7 The Management Committee will be convened by the Club Secretary and shall meet as often as necessary, however, not less than three times per year. Minutes will be recorded.
6.8 Member notification of Management committee meetings will be given. Any member interested in the Club and its affairs may attend. They can request any point they want raised to the Chair, by giving written notification of the points at least 7 days in advance of the meeting, which may be raised at the Chair's discretion.
6.9 Management Committee meetings may be held without member notification for urgent operational, confidential and financial business.

The management and day-to-day business of the Club shall be carried out by the Management Committee. The responsibilities of the Management Committee include (and are not exhaustive of):
i) Ensure that proper minutes are kept in relation to all members' meetings and available to any members of the public requesting them; on the basis that the Management Committee may exclude any confidential material.
ii) Reporting to each Annual General Meeting
iii) Appointing an Auditor of accounts who is not a member of the Club.
iv) Updating old and adopting new policies, codes of conduct and rules that affect the fair running of the club as and when required
v) Hiring premises as may be needed.
vi) Providing equipment as needed.
vii) Receiving money and making payment on behalf of the members.
viii) Engaging all staff.
ix) Overseeing the admission of members.
x) Deciding fees payable in respect of members attending coaching sessions.
xi) Deciding expenses payable to coaches in respect of attendance at sessions.
xii) Ensuring adequate First Aid personnel and equipment are available.
xiii) Do all such things as will achieve the aims and objectives of the Club.
6.11 Not less than half the committee (or 6 Committee members whichever is the least), including two Trustees, shall comprise a quorum for business to be agreed.
6.12 Management Committee members can only vote on matters that do not directly affect them.

The Management Committee will have powers to appoint sub-committees as necessary and appoint advisors to the Management Committee as necessary to fulfil its business.
6.14 The Management Committee will be responsible for disciplinary hearings of members who infringe the Club rules/ regulations/ constitution. The Management Committee will be responsible for taking any action of suspension or discipline following such hearings.

## 7. THE BOARD of TRUSTEES

7.1 The Board of Trustees of the Club will consist of a minimum of 5 persons who:
7.1.1 may have been elected to one the following positions within the management committee: Chairperson, Vice Chair, Club Secretary, Treasurer, Safeguarding Officer, Head Coach or Management Committee Member.
7.1.2 may serve as an employee or receive payment from the Club if they hold an additional role within the Club which they will be paid expenses to fulfil e.g. coach. A maximum of 2 appointed Trustees will be allowed to serve the Club in this way.
7.1.3 have been appointed as a non-member of the Club on the basis that they have specialist experience and/or skills which could be of assistance to the Board. A maximum of 2 appointed Trustees will be allowed to serve the Club in this way.
7.2 Trustees will be elected annually at the Annual General Meeting. Only members of the Club are eligible to become Trustees (unless appointed under clause 7.1.3).
7.3 All Trustees MUST retire each year but will be eligible for re-appointment at the A.G.M. unless the Trustee has ceased to hold office (see 7.4).
7.3.1 In the event of a death or resignation of an elected member, the vacancy shall be filled by a coopted member by the Board.
7.3.2 The Board may fill casual vacancies among the Trustees from the Membership until the succeeding Annual General Meeting.
7.3.3 The Board may at any time appoint any non-member of the SCIO to be a Trustee on the basis that they have specialist experience and/or skills which could be of assistance to the Board.
7.4 A Trustee will automatically cease to hold office if:
7.4.1 they become disqualified from being a Charity Trustee under the 2005 Act;
7.4.2 they become incapable for medical reasons of carrying out their duties as a Charity Trustee but only if that has continued (or is expected to continue) for a period of more than six months;
7.4.3 they cease to be a Member of the SCIO;
7.4.4 they give the SCIO a signed notice of resignation;
7.4.5 they are absent (without good reason, in the opinion of the Board) from more than three consecutive meetings of the Board but only if the Board resolves to remove him from office;
7.4.6 they are removed from office by resolution of the Board on the grounds that he is considered to have committed a material breach of the code of conduct for Charity Trustees;
7.4.7 they are removed from office by resolution of the Board on the grounds that they are considered to have been in serious or persistence breach of his duties under section 66(1) or (2) of the 2005 Act;
7.4.8 they are removed from office by a resolution of the Members passed at a Members' meeting.
7.5 A resolution under clause $7.4 .6 / 7 / 8$ shall be valid only if:
7.5.1 the Charity Trustee who is the subject of the resolution is given reasonable prior written notice of the grounds upon which the resolution for their removal is to be proposed;
7.5.2 the Charity Trustee concerned is given the opportunity to address the meeting at which the resolution is proposed, prior to the resolution being put to the vote; and
7.5.3 at least two thirds (to the nearest round number) of the Charity Trustees then in office vote in favour of the resolution.
7.6 The Trustees must follow the code of conduct outlined in the club manual.
7.7 A register of the trustees will be kept and maintained for a 6 year period. The Board will update the register with any changes within 28 days of notification. The register will include:
i) full name and address,
ii) dates in which the trustee was in post and
iii) any position held by them on the Management Committee.

This register will be available to any SCIO member or member of the public when requested within 28 days although personal addresses may be omitted at the discretion of the Management Committee.
7.8 No charity Trustee may be given any remuneration by the SCIO for carrying out their duties as a trustee except where a trustee who is engaged in a profession, provides services to the SCIO in a professional capacity, he may be remunerated for providing professional services to the SCIO provided that
i) the arrangement is approved by all of the other charity trustees
ii) the trustee concerned is not present at any discussions relating to the arrangement fee
iii) at no time shall a majority of trustees benefit under this
7.9 Trustees may be paid all 'out of pocket' expenses reasonably incurred by them in conjunction with carrying out their duties which may include expenses relating to their attendance at meetings.
7.10 Except where this constitution states otherwise, the SCIO (and its assets and operations) will be managed by the Board and the Board may exercise all the powers of the SCIO.
7.11 A meeting of the Board at which a quorum is present (at least 4 trustees) may exercise all powers exercisable by the Board.
7.12 The Members may, by way of a resolution passed in compliance with clause 11.3 (requirement for two-thirds majority), direct the Board to take any particular step or direct the Board not to take any particular step and the Board shall give effect to any such direction accordingly.

## 8. MANAGEMENT COMMITTEE \& THE BOARD of TRUSTEES APPOINTMENTS

8.1 A person elected to any office bearer role shall cease to hold that office if they:
8.1.1 cease to be a Charity Trustee (see 7.4) or,
8.1.2 if they resign from that office bearer role by written notice to that effect.
8.2 The Charity Trustees may appoint any member to fill any vacancy among the office bearers that arises between one annual general meeting and the next.
8.3 In order to ensure the continuity of the service provided by the SCIO, no limit is placed on the number of times an officer may stand down and be reappointed to that office.
8.4 For the avoidance of doubt, any office bearer may, after their retiral from any one of the offices, continue
to serve as a Charity Trustee and may be appointed to another office.
8.5 If at any time the number of Charity Trustees in office falls below the Board quorum of 4 (see 7.11) the remaining Charity Trustees will have power to fill the vacancies or call a Members' meeting but will not be able to take any other valid decisions.

## 9. ANNUAL GENERAL MEETING (A.G.M.)

9.1 The Club secretary shall invite all members to the Annual General Meeting (A.G.M.) to be held annually, with no more than 15 months between each successive A.G.M.
9.1.1 Not less than 14 days' notice will be given of this event.
9.1.2 The agenda for the Annual General Meeting shall be sent to all members in writing (via email) at least one week before the date of the meeting.
9.2 Each member shall have one vote. The Chairman shall have a casting vote.
9.2.1 The quorum for the A.G.M. will be a quarter of the total membership or 12 members whichever is the smaller.
9.3 The A.G.M. shall transact the following business:
i) Minutes from previous A.G.M.
ii) Consideration of any amendments to Constitution
iii) Consideration of annual reports for the preceding financial year from the Management Committee (including Chairman, Treasurer, Safeguarding Officer and Head Coach).
iv) Consideration of annual membership fees
iv) Election of Trustees and Management Committee positions
9.4 Nominations for Trustees and additional committee member positions should be made in writing to the Secretary no less than 24 hours prior to the A.G.M. with a proposer and seconder identified who will be present at the A.G.M. Where there are insufficient nominations prior to the meeting, nominations can be taken from the floor.
9.5 Members shall receive the minutes and annual reports of the meeting within 14 days of the meeting date.

## 10. SPECIAL GENERAL MEETINGS (S.G.M.)

10.1 Special General Meetings are for specific issues related to Club policy or urgency.
10.2 The resolution or notice to request the S.G.M. must be lodged with the Secretary who will convene the Special General Meeting within 14 days.
10.3 Special General Meetings can be called by:
i) The Board of Trustees
ii) Not less than six members of the Management Committee.
iii) By a notice (which may take the form of two or more documents in the same terms, each signed by one or more Members) by Members who amount to 5\% or more of
10.4 If the Board receives a notice under clause 10.3, the date for the meeting which they arrange in accordance with the notice must not be later than 28 days from the date on which they received the notice, providing:
10.4.1 the notice states the purposes for which the meeting is to be held; and
10.4.2 those purposes are not inconsistent with the terms of this constitution, the 2005 Act or any other statutory provision.
10.4.3 in the case of a resolution to alter the constitution, the notice must set out the exact terms of the proposed alterations

## 11. VOTING AT A.G.M or S.G.M.s

11.1 Every Member has one vote, which must be given personally or by proxy.
11.2 All decisions at Members' meetings will be made by majority vote with the exception of the types of resolution listed in clause 11.3.
11.3 The following resolutions will be valid only if passed by not less than two thirds of those voting on the resolution at a Members' meeting (or if passed by way of a written resolution):
i) amending the constitution;
ii) expelling a person from trusteeship;
iii) directing the board to take any particular step (or directing the board not to take any particular step);
iv) approving the amalgamation of the SCIO with another Scottish Charitable Incorporated Organisation (or approving the constitution of the new Scottish Charitable Incorporated Organisation to be constituted as the successor pursuant to that amalgamation);
v) to the effect that all of the SCIO's property, rights and liabilities should be transferred to another Scottish Charitable Incorporated Organisation (or agreeing to the transfer from another Scottish Charitable Incorporated Organisation of all of its property, rights and liabilities);
vi) for the winding up or dissolution of the SCIO.
11.4 A resolution put to the vote at a Members' meeting will be decided on a show of hands, unless the chairperson of the meeting (or at least two other Members' present in person or by proxy at the meeting and entitled to vote) ask for a secret ballot.
11.5 The chairperson of the meeting will decide how any secret ballot is to be conducted, and he will declare the result of the ballot at the meeting.

PROXY VOTES: A Member who wishes to appoint a proxy to vote on his behalf at any Members' meeting:
11.6.1 must give to the SCIO a proxy form (in such terms as the board requires), signed by themselves; or
11.6.2 must send by electronic means to the SCIO at the email address notified to the Members for that purpose, a proxy form (in such terms as the Board requires), providing (in either case) the proxy form is received by the SCIO at the relevant address not less than 48 hours before the time for holding the Members' meeting.
11.7 An instrument of proxy which does not comply with the provisions of clause 11.6 , or which is not lodged or given in accordance with such provisions, shall be invalid.
11.8 A Member shall not be entitled to appoint more than one proxy to attend on the same occasion.
11.9 A proxy need not be a Member and shall have the same right as the Member who appointed him/her to speak at the meeting.
11.10 A proxy may be the chairperson of the Management Committee. The member must direct the chairperson (through wording in the proxy form) on whether they should vote on their behalf in favour of, or against, each resolution, the provisions of clause 11.1 shall not apply in relation to the chairperson, in acting as proxy for those Members.
11.11 WRITTEN RESOLUTION: A resolution agreed to in writing (or by e-mail) by the quorum of Members will be as valid as if it had been passed at a Members' meeting. The date of the resolution will be taken to be the date on which the last Member agreed to it.

## 12. BOARD of TRUSTEES MEETINGS

12.1 Any Charity Trustee may call a meeting of the Board or ask the Secretary to call a meeting of the Board.
12.2 At least seven days' notice must be given of each Board meeting, unless (in the opinion of the person calling the meeting) there is a degree of urgency which makes that inappropriate.
12.3 No valid decisions can be taken at a board meeting unless a quorum is present; the quorum for Board meetings is 3 Charity Trustees, present in person.
12.4 The Chairperson should act as chairperson of each Board meeting.
12.5 If the Chairperson is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the Vice- Chairperson shall act as chairperson. If the ViceChairperson is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the Charity Trustees present at the meeting must elect (from among themselves) the person who will act as Chairperson of that meeting.
12.6 Every Charity Trustee has one vote, which must be given personally.
12.7 All decisions at Board meetings will be made by majority vote.
12.8 The Board may, at its discretion, allow any person to attend and speak at a Board meeting notwithstanding that he is not a Charity Trustee but on the basis that he must not participate in decision-making.
12.9 A Charity Trustee must not vote at a Board meeting (or at a meeting of a sub-committee) on any resolution which relates to a matter in which he has a personal interest or duty which conflicts (or may
conflict) with the interests of the SCIO and he must withdraw from the meeting while an item of that nature is being dealt with.
12.9.1 an interest held by an individual who is connected with the Charity Trustee under section 68(2) of the 2005 Act shall be deemed to be held by that Charity Trustee.
12.9.2 a Charity Trustee will be deemed to have a personal interest in relation to a particular matter if a body in relation to which he is an employee, director, Member of the management committee, officer or elected representative has an interest in that matter.

## 13. MINUTES OF ALL MEETINGS

13.1 The Board and Management Committee must ensure that:
13.1.1 Proper minutes are kept in relation to all Board meetings, Members' meetings and meetings of sub-committees.
13.1.2 The minutes to be kept under clause 13.1 must include the names of those present; and (so far as possible) should be signed by the Chairperson of the meeting.
13.1.3 That copies are made available (subject to clause 13.4) of the minutes referred to in clause 13.1 to any member of the public requesting them.
13.2 The Board or Management Committee may exclude from any copy minutes made available to a member of the public under clause 13.1.3 any material which they consider ought properly to be kept confidential on the grounds that allowing access to such material could cause significant prejudice to the interests of the SCIO or on the basis that the material contains reference to employees or other matters which it would be inappropriate to divulge.

## 14. FINANCE

14.1 All club monies will be banked in an account held in the name of the Club which is opened and managed by the treasurer. Any cheques drawn against Club funds will be countersigned by a trustee appointed by the Management Committee.
14.2 Where the Club uses electronic facilities for the operation of any bank or building society account, the authorisation required for operations on that account must be consistent with the approach reflected in clause 8.1.
14.3 The Treasurer shall keep account of all income and expenditure and shall prepare and maintain up-todate accounts. The treasurer will present financial statements which shall be submitted for audit to a competent person and his report shall thereon be obtained.
14.4 The funds (and property) of the Club shall be applied solely for the promotion and furtherance of its aims and objectives and no payment whatsoever shall be made directly or indirectly to trustees or members of the Committee or other persons associated with running the Club, with the exception of reasonable remuneration to any employee for services rendered or interest at a reasonable rent for premises let to the Club.
14.5 The financial year of the Club will end on the $31^{\text {st }}$ March.
14.5.1 The first financial year of the SCIO following incorporation shall run from the date of incorporation to $31^{\text {st }}$ March 2023. Each subsequent financial year of the SCIO shall run from $31^{\text {st }}$ March to $1^{\text {st }}$ April.

## 15. TRAINING and MEMBERSHIP FEES

15.1 Fees shall be set annually at the Annual General Meeting.
15.2 Fees should be paid monthly by bankers' order for the duration of membership.
15.3 Any member who fails to pay their fees by the date required shall forfeit their right to take part in any session or event under the control of the Club or vote on any matters arising until such fees are paid. One written warning will be issued prior to removal from the membership.

## 16. INDEMNITY

16.1 Without prejudice to any other indemnity, the Charity Trustees, or the member of the Management Committee, and all employees of the SCIO shall be indemnified out of the funds of the SCIO against any loss or liability (including the costs of defending successfully any court proceedings) which he may incur or sustain in connection with or on behalf of the SCIO including, without prejudice to that generality, any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the SCIO.

## 17. DISSOLUTION

17.1 A resolution to dissolve the club can only be passed at an A.G.M. or Special General Meeting through a majority vote of the membership.
17.2 If, upon the winding up or dissolution of the Club there remains after the satisfaction of all the Club's debts and liabilities any property whatsoever, the same shall be given or transferred to some other organisation or organisations having objects (that is, aims and activities) similar to the objects of the Club, such organisation or organisations to be determined by the members of the Club by Resolution passed at a General meeting at or before the time of the dissolution, and in so far as effect cannot be given to such provision then to some charitable objects. No part of the income or property of the SCIO is to be paid or transferred (directly or indirectly) to the members, except where this is done in direct furtherance of the SCIO's charitable purposes and the terms of the Charities and Trustee Investment (Scotland) Act 2005.
17.3 The members and trustees have no liability to pay any sums to help to meet the debts (or liabilities) of the SCIO if it is wound up. Accordingly, if the SCIO is unable to meet its debts, the Members will not be held responsible.
17.4 However, the trustees and members have a legal duty under the 2005 Act to pay any personal liabilities they might incur if they are in breach of their duties or legal obligations to the club.

## 18. CONSTITUTION

18.1 No alteration shall be made to this constitution except by resolution of the members of the Management Committee in a General Meeting and with the consent of at least two-thirds of the members present and voting thereat.
18.2 Notice of any proposed alteration must be sent to members with notice of the meeting.
18.3 The 2005 Act prohibits taking certain steps (including change of name, an alteration to the purposes, amalgamation, winding-up) without the consent of the Office of the Scottish Charity Regulator (OSCR).

## 19. POLICIES AND PROCEDURES

An outline of the following can be found in the Club manual:
19.1 Accident and Emergency procedures
19.2 Safeguarding /Child Protection Policy
19.3 Safe Recruitment Policy
19.4 Complaints + Grievance Procedure
19.5 Equality + Diversity Policy
19.6 Coaches Code of Conduct
19.7 Parents and Guardians Code of Conduct
19.8 Gymnasts Code of Conduct
19.9 Spectator Code of Conduct
19.10 Management Committee Code of Conduct
19.11 Trustees Code of Conduct

## 20. DECLARATION

Kirkcaldy Gymnastics Club (SCIO) hereby adopts and accepts this constitution as a current operating guide regulating the actions of its members.

Signed Kevin Thomson. Date......07.10.21

Name: Kevin Thomson
(Chairperson)


