

# European Coaster Club Constitution

## Name

1. The European Coaster Club is referred to throughout as the 'Club'.

## Objects

2. The object of the Club is to ride and enjoy roller coasters and other rides.

## Finance

3. The Club may borrow or raise money or accept gifts for the objects of the Club on such terms and on such security as shall be deemed necessary.

4. The Club may raise funds and invite and receive contributions and subscriptions.

5. The Club may invest the monies of the Club not immediately required for its objects in investments, securities or property.

6. The financial year shall commence on 1st January and run to 31st December.

## Membership

7. Membership of the Club shall be open to any individual or business, with the exception of those previously disqualified by the Team from Club membership. There is no other restriction on joining. The Team will define categories of membership.

8. Groups and other interested bodies should be encouraged to be affiliated to the Club.

9. The membership subscription shall be determined by the Team, and notified in *First Drop*, giving not less than two month's notice of the increase. All renewals after this date will be at the new rate. All new subscriptions will be at the rate in force at the date the application is received by the Club. All subscriptions are to be paid by each individual's date of joining the Club.

## Management

10. The management of the Club shall be vested in a committee known as the 'Team'. **The chairman will maintain a register of voting team members, available to members of the club to inspect.**

11. The Team may make regulations for the management of the Club and for the conduct of their business, including:

(i) the calling of meetings;

(ii) methods of making decisions in order to deal with cases or urgency when a meeting is impractical;

(iii) the deposit of money at a bank;

(iv) the keeping and authenticating of records.

12. The Team must:

(i) keep accounting records for the Club;

(ii) prepare annual statements of account for the Club;

(iii) arrange independent examination of the statements of account of the Club

13. Any bank or building society account in which any of the funds of the Club are deposited must be operated by the Team and held in the name of the Club.

14. The Treasurer must monitor cash flows and ensure adequate controls are present.

15. The Team must hold at least one ordinary meeting per year. At each meeting the Team will arrange the date, time and place of its next meeting.

16. Ordinary meetings may also be called at any time by the person elected to chair meetings of the Team or by any two Team members. Not less than ten days' clear notice must be given to the other Team members, and not less than one third of the Team members shall form a quorum.

17. The Team must elect one member to chair meetings. No business shall be conducted at a meeting of the Team unless at least one third of the Team members at the time are present throughout the meeting.

18. At meetings, decisions must be made by a majority of the Team members present and voting. The person chairing the meeting shall have a casting vote whether or not he or she has voted previously on the same question. No Team member in any other circumstances shall have more than one vote.

19. The Team must keep minutes of the proceedings at their meetings, in books kept for the purpose or by such other means as the Team decides. In the minutes the Team must record their decisions and, where appropriate, the reasons for those decisions.

20. Team members shall be selected as and when required by being proposed and seconded by two Team members, subject to approval by at least three-quarters of existing Team members.

21. Team members must resign if at least three quarters of the remaining Team members request them to do so.

22. The Team shall frame its policy to interpret the objects of the Club and do its utmost to promote, arrange and manage such events within its powers.

23. The Team shall have power to co-opt such persons as are qualified to assist in their administration. Members or persons co-opted for their experience shall not have a voting right on the Team.

24. The Team may appoint sub-Teams with power to co-opt, to whom such functions may be delegated, as the Team may consider desirable. The majority of such sub-Teams are to be made up of Team members. For any and all actions such sub-Teams must report back to the Team as soon as possible.

25. The Team may suspend or expel any member of the Club if they deem such action desirable in the interests of the Club, subject to the right of appeal in writing to the Chairman by the member concerned.

### **Liability**

26. The Team members take no liability for the members of the Club.

27. The payment of registration fees by, for, or on behalf of participants releases and hold harmless the European Coaster Club and its representatives from any and all liabilities related to those activities.

### **Equipment and other Possessions of the Club**

28. The Club shall purchase items of equipment or possessions for use of its members. The use of those items will be strictly supervised by the Team. The Team will have the power to take any action deemed necessary as a result of misuse or damage of the above.

### **Branches**

29. The existing team may create, by action of a majority vote, an operating branch of the club, with the primary purpose of managing club trips in other countries or economic areas.

30. Any branch will be Chaired by a current voting member of the European Coaster Club team.

31. The Team will, by action of a majority vote, approve the team members put forth by the branch Chairman. Subsequent changes to the team will be in accordance with the branch constitution.

32. The Club team will agree by action of a majority vote the terms of a Service Level Agreement (SLA) under which the branch will operate. This SLA can be amended using the procedures set forth in paragraph 37.

33. The team will, by action of a majority vote, agree the terms in the Branch Constitution by which it is bound to act. Subsequent changes will be in accordance to the requirements of the Branch Constitution.

34. A branch may dissolve itself as per paragraph 38.

35. The team may dissolve a branch with a 75% majority vote.

### **Amendment**

37. Alteration to this constitution and any service level agreements with branches must receive the assent of two thirds of the Team members either present at a meeting called for this purpose, or by Email/Forum vote. The chairman of the Club must receive any resolution (in writing or by Email) for the alteration of the Constitution or service level agreement at least 21 days before the meeting or Email/Forum vote at which the resolution is to be brought forward. At least 14 days notice of such a meeting or Email/Forum vote must be given to the Team and must include notice of the alteration(s) proposed.

### **Dissolution**

38. The Club may be dissolved if all Team members resign, and there are no replacement Team members willing to take on the duties of the Club within sixty days of the resignations. Requests for volunteers must be given through Email/Forum listing requests, and/or by notification in *First Drop*. The Team, before disbanding, may give instructions for the disposal of any assets held by or in the name of the Club, provided that if any property remains after the satisfaction of all debts and liabilities such property shall not be paid or distributed among the members of the Club, but shall be given or transferred to such other institution or institutions having similar to some or all of the objects of the Club, or to some other charitable purpose.

## Rules for Members

### Subscriptions

1. Subscription entitles a member to receive the Club magazine (*First Drop*) for 6 consecutive issues. The Team may extend but not reduce the number of issues. In order to continue to receive the magazine, re-subscription is required.
2. Subscription entitles a member to receive details and participate in Club trips and activities, subject to restrictions on the number of places available.
3. Subscription entitles a member to make use of any park offers open to members whilst a valid membership card is held.
4. If subscriptions are not renewed at the time the next issue of *First Drop* is published, then membership will be terminated.
5. If a cheque for subscription is returned or rejected then membership is suspended. To be re-instituted, payment must be made in full and funds cleared.
6. All members must join the club. It is not possible to solely join, or transfer to, a branch of the club.

### Trips

6. Where trips are oversubscribed, a draw will take place of all those who have applied by the application date and members will be informed. Team members will take preference over Club members, and Club members will take preference over non-member applications. Any applicants who are unable to attend a trip due to over subscription will have any deposit returned. If a place should become available on an over-subscribed trip, then a waiting list system will be used to fill the space.
7. The Team will estimate the costs in organising a trip and offer members the chance to partake in the trip at a price they deem appropriate.
8. If there is an excess of funds collected for the trip once the trip is concluded and all invoices related to the execution of the trip settled, any excess will be credited to the reserve of the Club and disposed of at the discretion of the Team, to the benefit of all Club members, not necessarily only the members who paid funds for the trip. No refund of excess funds will be made to members.
9. If there is a shortfall in funds for a trip, the Club may meet the shortfall from the Club reserve.
10. The Team has the right to cancel a trip at any time due to circumstances beyond their control, e.g. lack of interest makes it non-viable financially or large changes in costs or exchange rates. The Team will endeavour to refund any monies paid by members for the trip at such a time. Where possible the Club will meet any associated cancellation charges from Club reserves.
11. The Club accepts no liability for individuals. Individuals must provide their own travel insurance for all trips and excursions.

### Conduct as Club Members

12. Members must observe the rules of parks and/or attractions at all times especially those relating to safety. Any member caught breaking any laws in a park may be disqualified from membership of the Club.
13. Any member seen to be acting in a way that may harm or cause injury to other members, park employees or the public, will receive one verbal warning from a Team member with, if possible, one witness present.
14. The Club will not tolerate bad behaviour, alcohol or drug abuse, any form of harassment or discrimination, wilful property damage or bodily harm. Any instances of these will result in one verbal warning from a Team member with, if possible, one witness present.
15. A second warning under paragraphs 13 or 14 may lead to eviction from a trip, and/or from the Club.
16. In the event that a member is expelled from a trip, it is up to the individual, at their own expense, to make their own way home.
17. If an Exclusive Ride Session (ERS) organised by the Club is cancelled, the Club will endeavour to find an alternative. If this is not possible, no monies will be refunded to members.
18. Parks may organise special events for members such as lift hill walks and maintenance tours. These are voluntary, and the Club accepts no liability for members.
19. At no time may members take it upon themselves to walk lift hills, or do any other activity outside what is normally expected on the ride or attraction that may endanger other members, public or park staff without the express permission of park staff and the Club trip organisers.

20. During trips to the park, all members must abide by park rules with regard to filming or taking photos on rides. If the a park has a 'no camera' policy, that decision is final, and any members found filming by the park, will have to accept the park's decision. During an ERS the organisers will endeavour wherever possible to gain the park's or ride operatives' permission to take cameras on the ride. However, if the park says no, then that decision is final, and any members caught flouting the rule will be asked to either stop filming, or stop participating in the ERS.

### **Grievances**

21. Any queries regarding the Club may be directed to the Chairman. Any queries not dealt with due to the absence of the Chairman, may be directed to other Team members. Any member excluded from a trip has the right to appeal only after their return home, or after a trip has ended. In the case of any such disputes, the Chairman's decision is final. Under no circumstances will the Club give a refund of travel costs.