

# **Falkirk Municipal Angling Club**

## **Constitution**

[Revised – January 2023]

**Clause 1** : The club shall be known as the **Falkirk Municipal Angling Club** - hereafter referred to as the Club.

**Clause 2** : Prospective Members shall make application personally on the Club's application form to the Club Secretary. The application form must be counter-signed by two current Club members acting in the role of "first" and "second" proposer respectively. The "first" proposer must have been a member of the Club for a minimum for two full seasons and shall be expected to act as the "mentor" of the applicant during their respective first season of membership. A proposer who has less than one full season's membership may propose a new member as a "second" proposer only.

The Secretary shall give the form a serial number and maintain a record of all applications. The Club Committee shall be responsible for the vetting and acceptance or otherwise of such applications including applications from ex-Members. In cases where applicants have been previously dismissed from the Club the reasons/circumstances for the dismissal must be considered and taken into account before re-application is accepted. Membership will normally be considered in strictest numerical order.

If an existing member has failed to confirm that they will be rejoining the club by the end of January, it will be assumed that they no longer wish to be a member of the FMAC.

If the same person then contacts the club after the end of January, wishing to join the club, they will be placed on the waiting list and will be liable to pay the joining fee once again.

**Clause 3** : **The object of the Club shall be the provision of angling facilities for its Members and promotion and protection of the interests of angling in general.**

**Clause 4** : The Club shall hold an Annual General Meeting (AGM) each year on the 3<sup>rd</sup> Monday of November.

**Clause 5** : A Committee shall be appointed by the Club Membership comprising the ; President, Vice - President, Secretary and Treasurer plus six other Members. They shall retire annually at the AGM but shall be eligible for re-election. A Competition Secretary shall be appointed within the Committee and shall be responsible for the arranging of all outings and competitions. A Dam Convenor shall be appointed who shall be responsible for the maintenance of the Club's water.

**Clause 6** : Office Bearers and Committee Members will be elected by a simple majority vote of the Club Members at the AGM.

**Clause 7** : The Committee shall have the authority to co-opt Ordinary Members onto the Committee. Six of the Members of the Committee shall constitute a quorum at any committee meeting.

**Clause 8** ; The Secretary may be instructed to call an Extra-Ordinary General Meeting (EGM) by the Committee or by a minimum of 20% of the Club Membership and he shall, thereafter, give at least 21 days notice to each Member as to the date, location and nature of the meeting.

**Clause 9** ; A quorum at any AGM or EGM shall be one third of the total Club Membership.

**Clause 10** : Annual subscription fees will be determined at the AGM and must be paid, in full, by the 1<sup>st</sup> February.

**Clause 11** : The Competition Secretary shall present to the AGM his proposed list of competition venues for the forthcoming season.

**Clause 12** : Club Members shall be bound to observe the Rules of the Club at all times, failure to comply with these may, should the Committee so decide, result in expulsion and forfeit of any right of refund of fees.

**Clause 13** : Any motion which a Member wishes to be discussed at an AGM must be notified, in writing, to the Secretary not later than 28 days prior to the date of the meeting. The President or Vice - President is authorised to waive this requirement at their discretion.

**Clause 14** : Club membership shall be limited to the numbers decided by the Committee.

**Clause 15** : Every able-bodied Member of the Club shall endeavour to fulfil their obligation to the Club on work parties and anti-poaching visits. Continuance of membership may, in respect of an individual Member, be conditional upon their personal involvement in such activities and may be debated at the AGM upon recommendation of the Committee.

**Clause 16** : Any changes in this Constitution may be made by motion in terms of Clause 13 hereof at an AGM and must be approved by a majority of the Members present and voting at the meeting.

**Clause 17** : When fishing a water other than the Club's own, every Member (and Guest) fishing on behalf of the Club must adhere to the rules of the water being fished. Any person found contravening any rule shall be disqualified from the outing and will be subject to such disciplinary action as the Committee decides.

**Clause 18** : If a Member withdraws from an outing within 14 days of the date of that outing, they must inform the Competition Secretary, who will give them the names of other Members on the waiting list for that outing. The Member must then obtain a replacement and inform the Competition Secretary. If the

space cannot be filled, the Member must pay the full cost of the outing. The same will apply if a Member fails to turn up on the day, having not previously cancelled their place.

**Clause 19** : Any tickets for the Annual Dinner Dance which have not been cancelled within 14 days of the event, must be paid for in full by the Member who ordered the tickets.

**Clause 20** : **Anti - Poaching Visits** - All non-exempt members (see Clause 23 & Appendix 1 below ) must complete their full quota of anti-poaching duties during the normal season, failure to do so will result in an additional membership fee levy for the following year. The amount of the levy will be set at the AGM along with the annual membership fee and be the amount payable for each duty not undertaken.

Failure to pay the levy in addition to the following year's annual membership fee will result in expulsion from the Club. In the event of resignation or dismissal from the Club following close of the normal season any levy due in respect of unfulfilled anti-poaching duties will be considered to be an outstanding debt to the Club, as such the Committee will have the right to pursue recovery of the debt on behalf of the Club.

Unless exempted (by agreement with the Committee) each Member shall carryout the following duties:-

**A minimum of 4 anti-poaching visits per season of not less than 2 hours per visit.**

**A maximum of two anti-poaching visits per season may be traded against attendance of a minimum of 2 hours at 2 No. Work Parties.**

All anti-poaching visits **must** take place between 2200hrs (10.00pm) and 0700hrs (7.00am) on the following day. Only one visit is valid during this timeframe.

Members **are** permitted to fish while conducting an anti-poaching visit **except** during the hours of darkness when fishing is **not** permitted for safety reasons.

Use the record book to: Sign-in, stating arrival time and sign-out, stating departure time.

It is recommended that you do not go alone, if two or more members are present during an anti-poaching visit, the visit will count for each member present.

Do not touch/handle suspected poachers, report the offence to the local Police at Balfron.

**Clause 21** : Not withstanding Clause 17 hereof, the following shall apply during Club competitions - the first fish caught within the Fishery/Water size

ruling and up to the number limit must be killed for weigh-in. Once this limit has been reached and subject to the Fishery/Water rules permitting, fishing will be allowed to the end of the competition period using “sporting” method(s) of catch and release. Care must be taken to prevent damage to fish stocks.

**Clause 22** : For the purposes of representing the Club in external competitions the Club Champion will be given the first choice of which competition he wishes to fish, selection for subsequent places and/or subsequent competitions will be made in descending order based on each Member’s placing in the Club’s competitions points total for the preceding season.

**Clause 23** : A member may apply to the Committee to be granted exemption from ; anti-poaching duties , work party participation or both. The applicant must provide the Committee with written justification clearly explaining the reasons/grounds on which the exemption is requested. The Committee’s decision will be based on this information and the potential impact on other Members of the Club.

In most instances a compromise situation will be explored, for example:-

- undertaking anti-poaching duties in day light hours only
- undertaking “light” duties during work party activities
- alternative support to the Club to off-set impact on other Members  
e.g. fund raising

The Secretary will maintain a register listing those Members with exempt status detailing the date granted, justification/grounds for exemption and any special arrangements agreed with the individual.

An individual’s status may be reviewed by the Committee at any time if it is considered by either party that the circumstances for exemption have changed.

**Clause 24 : Dissolution** - If at any General Meeting of the Club, a resolution be passed calling for the dissolution of the Club, the Secretary shall immediately convene an Extra-Ordinary General Meeting (EGM) of the Club to be held not less than 21 days thereafter to discuss and vote on the resolution.

If at that EGM the resolution is carried by at least two-thirds of the Full Members present at the meeting, the Committee shall thereupon, or at such date as shall have been specified in the resolution, proceed to realise the assets of the Club and discharge on behalf of the Club all debts and liabilities, including termination of any lease(s) or hire agreement(s) in respect of equipment or facilities used or operated by the Club.

After discharging all debts and liabilities of the Club, the remaining assets shall not be paid or distributed amongst the Full Members of the Club, but shall be given or transferred to the following charitable organisations:

**Chas; RNLI; Strathcarron Hospice & Diabetes Research.**

It shall be the duty of the Treasurer (or Club officer acting in this capacity) to ensure such transaction is completed and all banking accounts duly closed.

Constitution Revised as per 2015 AGM.

Jim Mc Donald., Secretary