



## Membership Rules

Approval

Approved by	Owner	Date
BOARD	Tim Fawke	September 2017

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Snowsport England (the "Company") (SSE)

## Membership Rules

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These Membership Rules are made pursuant to Article 17.1 of the Company's Articles of Company.

The terms used in these Rules shall have the same meaning as in the Articles of Company. Where there is any inconsistency between these Membership Rules and the Articles of Company, the provisions of the Articles of Company shall prevail. The interpretation of these Membership Rules shall be the prerogative of the Board.

## **Rules**

### **1 Full Membership**

#### 1.0 Who is it for?

- 1.0.1 Individual members who are 16 and above and have signed with SSE as a Competitor, Instructor, Coach, Leader, Official or supporter
- 1.0.2 Club members where the club has submitted the required data on the individuals through the correct process and the individual has been sent confirmation of their full membership

#### 1.1 Fees / Admission / Limited liability

- 1.1.1 The annual renewal for individual members is before the 1<sup>st</sup> November each year. Membership year is 1<sup>st</sup> November to 31<sup>st</sup> October
- 1.1.2 The cost of the annual fee is set each year
- 1.1.3 Club member renewal is in line with each club's renewal period either fixed or rolling renewal. It is the duty of the club to make sure that the members listed on the online system are kept up to date every quarter (1<sup>st</sup> Nov, 1<sup>st</sup> Feb, 1<sup>st</sup> May, 1<sup>st</sup> August).
- 1.1.4 All Full members must be aged 16 years or over (based on DOB)
- 1.1.5 Upon the dissolution of the Company the liability of each Full member is limited to the sum of £1, as per the articles

#### 1.2 Voting entitlement / Benefits

- 1.2.1 Full members are Voting Members of the Company and are therefore entitled to vote, receive notice of and attend general meetings of the Company
- 1.2.2 Benefits for full members are published on the Company's website

### **2 Associate Membership**

#### 2.1 Who is it for?

- 2.1.1 Individual members who are under 16 (minimum age 7) and have signed up to SSE as a competitor, instructor, coach, official, supporter
- 2.1.2 Club member where the club has submitted the required data on the individual through the correct process and the individual has been sent confirmation of their associate membership

#### 2.2 Fees / Admission / Limited liability

- 2.2.1 The annual renewal for individual members is before the 1<sup>st</sup> November each year. Membership year is 1<sup>st</sup> November to 31<sup>st</sup> October
- 2.2.2 The cost of the annual fee is set each year

2.2.3 Club member renewal is in line with each club's renewal period either fixed or rolling renewal. It is the duty of the club to make sure that the members listed on the online system are kept up to date every quarter (1<sup>st</sup> Nov, 1<sup>st</sup> Feb, 1<sup>st</sup> May, 1<sup>st</sup> August)..

### 2.3 Voting entitlement / Benefits

2.3.1 Associate members are not full members of the Company and are not therefore entitled to vote, receive notice of or attend general meetings but may attend general meetings at the invitation of the Board.

## **3 School Membership Affiliation**

### 3.1 Who is it for?

3.1.1 Any School within England that wants to be affiliated to Snowsport England and/or ESSkiA and/or NSSA

### 3.2 Fees / Admission / Limited liability

3.2.1 The school membership runs from September through to August and schools must renew annually through the SSE online system

3.2.2 The cost of the annual fee is set each year

3.2.3 Each school must declare the number of pupils it has participating within its school

3.2.4 If a school wants its pupils to be able to race for the school in national races then the school will need to affiliate as a club in addition to the school's membership

### 3.3 Voting entitlement / Benefits

3.3.1 Schools' Affiliations are not members of the Company and are not therefore entitled to vote, receive notice of or attend general meetings of the Company

3.3.2 Benefits for Affiliated Schools are published on the Company's website and the ESSkiA and NSSA website respectively

## **4 University Membership Affiliation**

### 4.1 Who is it for?

4.1.1 Any University Snowsports Club within England that wants to be affiliated to Snowsport England

#### 4.2 Fees / Admission / Limited Liability

- 4.2.1 The University membership runs from September to August and must renew annually through the SSE online System
- 4.2.2 The cost of the annual fee is set each year
- 4.2.3 Each University must declare the number of students it has within its University Snowsports Club
- 4.2.4 If the University wants its students to be able to race for the University in SSE national races then the University Snowsports club will need to affiliate as a club in addition to the universities membership

#### 4.3 Voting entitlement / Benefits

- 4.3.1 Universities' Affiliations are not members of the Company and are not therefore entitled to vote, receive notice of or attend general meetings of the Company
- 4.3.2 Benefits for Affiliated Universities are published on the Company's website

### **5 Honorary Annual & Life Membership**

#### 5.1 Who is it for?

- 5.1.1 Any person who the Board decides has rendered exceptional or distinguished services to the Company
- 5.1.2 Any person who qualifies for annual honorary membership through their position on committee or through employment
- 5.1.3 Such other persons as the Board may decide in its absolute discretion shall benefit from Honorary membership

#### 5.2 Fees / Admission / Limited liability

- 5.2.1 There is no annual renewal procedure for Honorary Life members and the Company will ensure automatic renewal each year.
- 5.2.2 There is no annual fee for Honorary Life members.
- 5.2.3 The Board may in its absolute discretion at any time admit any person who has rendered exceptional or distinguished services to the Company to be an Honorary Life member.
- 5.2.4 The Board reserves the right to revoke the admission of an Honorary Life member if at any time it shall be of the opinion that it is in the interests of the Company to do so.
- 4.1.5 Honorary Life membership is the equivalent of full membership and as such upon the dissolution of the Company, the liability of each Honorary Life member is limited to the sum of £1

#### 5.3 Voting entitlement / Benefits

- 5.3.1 Honorary Life members are equivalent to Full members and as such are Voting Members of the Company. Honorary Life members are therefore entitled to vote, receive notice of and attend general meetings of the Company
- 5.3.2 Benefits for Honorary Life members are the same as those for Full members which are published on the Company's website

## **6 Membership and renewal of membership**

### **6.1 Membership and renewal of membership is conditional upon:**

- 6.1.1 due payment (in cleared funds) by the member, either directly or via their Affiliated Club, of the appropriate subscription fee; and
- 6.1.2 the category of membership being applied for being appropriate to the type of snowsport activity being carried out by the member; and
- 6.1.3 for those working in Regulated Activity (as defined in the Safeguarding Vulnerable Groups Act 2006, which has been amended by the Protection of Freedoms Act 2012 and other relevant legislation and secondary legislation) obtaining an Enhanced DBS disclosure with barred list check for working with children, acceptable to the Board
- 6.1.4 Provided the member has paid their subscription fee on or before the relevant annual commencement date for their type of membership (renewal date) in the relevant year, they will be entitled to apply to renew their membership. Any subscription fee accompanying the application will be processed by the Company upon receipt, irrespective of whether the applicant is approved as a member. If an application is not accepted, the subscription fee received by the Company will be returned to the applicant
- 6.1.5 The applicant must provide to the Company any other information which the Company may reasonably require in order to consider the suitability of the applicant's membership
- 6.1.6 A member of the Company may, but need not be a member of one or more Affiliated clubs

## **7 Cessation of individual membership**

- 7.1 Any member whose subscription fee is unpaid by the date falling 3 months after the due date for payment shall be deemed to have resigned their membership with effect from the relevant annual commencement date for their type of membership (which shall include the immediate cessation and withdrawal of any membership benefits including insurance provision), unless the Board decides otherwise.
- 7.2 A person who ceases to be a member by virtue of Article 31.4 or 31.5 or who has been expelled from membership in accordance with Articles 31.1.1, 31.1.2 31.1.3 and 31.1.4 shall not be admitted or re-admitted to any class of membership until the Board (having been made aware at the time of application of the reason for the previous cessation of membership) has specifically agreed to their admission or re-admission
- 7.3 A member who has been suspended from membership in accordance with Article 30 shall, for as long as he or she remains suspended, be deemed to have resigned his or her membership of the Company for all purposes except that he or she shall remain bound by and subject to the conditions of membership set out in Article 29 and to the Standards of Conduct and the Complaints & Disciplinary Procedure set out in the Company's Regulations

- 7.4 A person who ceases to be a member during a period when they are suspended from membership or at a time when any complaint or disciplinary proceeding is pending against them in accordance with the Company's Regulations shall
- 7.4.1 remain subject to the Articles, these Rules and the Regulations insofar as they relate to the suspension, complaint or disciplinary proceedings; and
  - 7.4.2 not be admitted or re-admitted to any class of membership unless and until the Board (having been made aware at the time of application of the matters giving rise to the suspension, complaint or disciplinary proceedings) has specifically agreed to their admission or re-admission
- 7.5 The Board may make any admission or re-admission to membership subject to conditions relating to any unresolved matters which gave rise to the suspension, complaint or disciplinary proceedings or which have arisen since that time

## **8 Changes to the member admission process and annual subscription fees**

- 8.1 Subject to Rule 8.2, the Board reserves the right to amend without notice:
- 8.1.1 the application and admission requirements of membership; and
  - 8.1.2 the annual subscription fees payable by members/affiliates
- 8.2 The Board may not increase subscription fees retrospectively

## **9 Affiliated Clubs**

### 9.1 Who is it for?

- 9.1.1 Any Snowsport club that wishes to become an Affiliated Club of Snowsport England.

### 9.2 Admission/Fees

- 9.2.1 Any Snowsports club that wishes to become an Affiliated Club must submit an application form via the Company's online platform.
- 9.2.2 No club shall be admitted as an Affiliated Club unless its application has been approved by the Company's membership services or such other department as the Board may decide
- 9.2.3 The club must provide to the Company any information which the Company may reasonably require in order to consider the suitability of the club's application
- 9.2.4 The first annual affiliation fee (Affiliation Fee) will be due on the date of the application by the club as an Affiliated Club
- 9.2.5 The Affiliation Fee for Affiliated Clubs renewing their application is due on 1<sup>st</sup> November each year
- 9.2.6 The cost of the Affiliation Fee shall be set each year and is based on the number of members within the affiliated club

### 9.3 Conditions of Affiliation

- 9.3.1 To become a Affiliated Club, a club must

- 9.3.1.1 complete an annual online Club Registration and Declaration via SSE IT system;
  - 9.3.1.2 ensure that it and every person who is a member of that Affiliated Club or who is associated with that Affiliated Club is registered with Snowsport England via the online system;
  - 9.3.1.3 complies with the Company's Rules and Regulations in force from time to time;
  - 9.3.1.4 has given consent in terms acceptable to the ICO or such other relevant data protection agency as may exist from time to time for their information to be shared with the Company;
  - 9.3.1.5 pay (in cleared funds) the Registration Fee (or the amount determined by the Company's membership services or such other department as the Board may decide for periods of less than a complete year of registration)
  - 9.3.1.6 pay (in cleared funds) any sums outstanding in respect of subscription fees owed by all members of the club
  - 9.3.1.7 affiliate to the SSE Region(s) covering the area in which the club locates its principal training venue or non-regional if outside UK
  - 9.3.1.8 ensure that it and every person who is a member of that Affiliated Club or who is associated with that Affiliated Club complies with any regulations or rules issued by any Affiliated Association / Company (SSE regions / ESSkiA / NSSA) to which that Affiliated Club is affiliated
  - 9.3.1.9 appoint and maintain in office at least one person qualifying as an Affiliated Club Secretary /Manager. Any person for the time being appointed as the Secretary /Manager of an Affiliated Club must:
    - 9.3.1.10 ensure all coaches meeting the Regulated Activity requirements for a DBS, complete an Enhanced DBS disclosure with barred list check for working with children which is acceptable to SSE, and a SSE approved course for safeguarding children, both of which are renewable every three years. For more information on Regulated Activity please visit <http://snowsportengland.org.uk/safeguarding> to assess all other roles to determine if they meet the requirements for a DBS and safeguarding course, both of which are renewable every three years.
    - 9.3.1.11 Appoint and maintain in office at least one qualified Club Welfare Officer
    - 9.3.1.12 Any person for the time being appointed as the Welfare Officer of an Affiliated Club must:
      - 9.3.1.12.1 have obtained a DBS disclosure with barred list check for working with children, and have attended a safeguarding course which is acceptable to SSE and attended a Time to Listen course all of which are renewable every three years
      - 9.3.1.12.2 use all reasonable endeavours to ensure that every member of the Affiliated Club and every person associated with the Affiliated Club complies with any and all conditions of insurance imposed from time to time by the insurers of the Company; (visit <http://snowsportengland.org.uk/insurance> )
      - 9.3.1.12.3 ensure that all Coaches associated with the Affiliated Club have obtained the minimum standard of Company accredited coaching qualifications recommended ([http://snowsportengland.org.uk/Coaching %26 Instructing#overlay-context=UKSS Level 2 Instructor Ski](http://snowsportengland.org.uk/Coaching_%26_Instructing#overlay-context=UKSS_Level_2_Instructor_Ski) ) by the Company from time to time for the Company recognised activity in which the members of the Affiliated Club participate; and
- 9.3.2 adhere to the Company's Standards of Conduct set out in the Regulations



#### 9.4 Voting Entitlement / Benefits

- 9.4.1 Affiliated Clubs are not members of the Company and are not therefore entitled to vote, receive notice of or attend general meetings of the Company but may attend general meetings at the invitation of the Board
- 9.4.2 Benefits for Affiliated Clubs are published on the Company's website

#### 9.5 Cessation of Affiliated Clubs

- 9.5.1 Any Affiliated Club whose Affiliation Fee is unpaid by the date falling 30 days after the due date for payment may be:
  - 9.5.1.1 suspended as an Affiliated Club by the Board; or removed as an Affiliated Club by the Board.
- 9.5.2 The Board may suspend or remove a club as an Affiliated Club if:
  - 9.5.2.1 it does not comply with the Company's Rules and Regulations in force from time to time;
  - 9.5.2.2 it convenes any meeting of or enters into any arrangement with its creditors generally or is unable to pay its debts within the meaning of section 123 or section 286 Insolvency Act 1986 or a receiver and/or manager, administrative receiver, supervisor or administrator or any other person having similar powers or functions is appointed in respect of the Affiliated Club or all or any part of its assets or if the Affiliated Club is wound up or otherwise dissolved or ceases to exist
  - 9.5.2.3 It ceases to be a club whose principal activity is Snowsports
  - 9.5.2.4 it does or omits to do anything that the Board reasonably decides will bring or is likely to bring the Affiliated Club, or any other Affiliated Club, the Company, or the sport of Skiing and Snowboarding into disrepute
  - 9.5.2.5 In the reasonable opinion of the Board, a club has contravened Company's Standards of Conduct set out in the Company's Regulations regarding the structure of its activities and operations
  - 9.5.2.6 If an Affiliated Club ceases to be an Affiliated Club under these Rules for whatever reason no part of the annual Affiliation Fee will be refundable to that Affiliated Club
- 9.5.3 If an Affiliated Club ceases or gives notice that it will cease to be an Affiliated Club for any reason it shall:
  - 9.5.3.1 as soon as reasonably practicable and in any event within 5 days of the date of cessation notify all members of the Affiliated Club and those associated with the Affiliated Club (including for this purpose the parents or guardians of each such person who is under the age of 16 years): that it has ceased or will cease to be an Affiliated Club;
  - 9.5.3.2 that any members of the Affiliated Club or those associated with the Affiliated Club who are at that time members of the Company will in future need to renew such membership either directly with the Company or through another Affiliated Club;
  - 9.5.3.3 of the contact details of the four nearest Affiliated Clubs (by geographical location)
  - 9.5.3.4 on and from the date that the Affiliated Club ceases to be an Affiliated Club discontinue all use of the Company's branded materials either in physical or electronic form, including any use of any Company owned logo, branding, intellectual property, copyrights, trademarks, wordmarks or kite marks, including the immediate removal of any such branding from social media, websites or any other digital platform operated by the Affiliated Club; and
  - 9.5.3.5 not represent itself to any person as being an Affiliated Club
  - 9.5.3.6 A club which ceases to be an Affiliated Club shall immediately cease to be a recognised environment and any activity carried out by that club shall immediately cease to be a recognised activity and, as such, that club will not be entitled to the benefit of any

present or future insurance policies to which it was entitled as a result of being an Affiliated Club, including insurance provided directly to members of the Company by virtue of their membership whilst taking part in recognised activity in a recognised environment