Kingskerswell Pavilion Club
Constitution

Date: 29th August 2023

This constitution was signed off by Kingskerswell Parish Council on the 29th August 2023, and then by Kingskerswell Pavilion Club on the 29th August 2023. Further amendments made and agreed 30th October 2023.

Introduction

1. This constitution supersedes the previous constitution entitled Kingskerswell Sports Club (KSC) Constitution dated 3rd August 2020 and signed by Kingskerswell Sports Club and Kingskerswell Parish Council. In turn that constitution superseded the previous constitution entitled 'Kingskerswell Playing Field and Sports Centre', drafted in 1983. It has been produced to support the management and running of the Kingskerswell Pavilion Club; but also provides written confirmation of the agreement between Kingskerswell Pavilion Club (KPC) and the Kingskerswell Parish Council (KKPC).

Structure and Name of the Club

2. The club shall be known as Kingskerswell Pavilion Club (KPC). The KPC will be made available to other Kingskerswell Sports Groups from a wide variety of different sporting activities. All activities are to show inclusivity for the villagers of Kingskerswell.

Objects of the KPC

3. The Objects shall be to provide facilities for playing sport and recreation at the Kingskerswell Recreation Ground (KRG) for those residing in or representing Kingskerswell and its neighbourhood. Furthermore, KPC will promote health, fitness, inclusivity and wellbeing in all types of recreational activity for the benefit of the village of Kingskerswell.

KPC Committee

4. The management of the KPC shall be overseen by a Committee. This committee will appoint a Chair, Secretary and Treasurer, who will act as the points of contact between KPC and the Parish Council, in order to manage all aspects of the club. The Chair by default will always be Chair of the Parish Council, the Treasurer will always be the Parish Council Finance Officer and the Secretary will always be the Parish Council's Clerk's Assistant.

5. All correspondence should go to the Chairman and/or Secretary at KPC. All contact with KKPC will be through the KPC Committee.

KPC Finance and Accounts

6. KPC will run as a not-for-profit Community Interest Company (CIC) or another approved charity. To that end and in line with the terms and conditions of that status, all generated cash and reserves will be used to support and build the primary purpose of the Kingskerswell Recreation Ground (KRG). This should include upgrading facilities, equipment, storage, machinery, interiors, exteriors and anything else that furthers the objects of the KRG and the KPC.

7. The financial year shall end on 31st March each year.

8. The KPC Treasurer, CKCC Treasurer and KCFC Treasurer will keep accounts, and ensure a copy of the accounts will be supplied to KKPC in a timely manner, submitted upon completion each

year, to enable those aspects relating to the Registered Charity; Kingskerswell Recreation Ground to be extracted and submitted to the Charity Commission by KKPC.

9. Accounts shall be made available to all users at least seven days prior to any KPC meeting together with any associated literature or information.

10. All users of the KPC (i.e., CKCC, KCFC etc) must submit accounts under item 7, by the AGM.

Premises

11. The Premises shall be known as 'The Pavilion' and this remains the property of the Kingskerswell Parish Council (KKPC). The Kingskerswell Pavilion Club will be understood to be the 'Main User' of the bar, café and booking room.

12. The Pavilion is a building that forms part of a larger set of grounds, playing fields and playgrounds owned by KKPC. These assets are known as the Kingskerswell Recreation Ground, which is a Registered Charity Number 300880. This Charity was formed to protect these assets in 1962.

13. This constitution confirms the fact that the KPC is designated as the main user of the Pavilion and as main user must comply with this constitution. The KPC will uphold all those objects, ensuring that the primary usage is always linked to not-for-profit recreation and sport. To that end, and as main user of the Pavilion, KPC will agree to:

a. Where practical and possible KKPC will provide the KPC with advance notice of all public meetings, to enable those to be scheduled into the KPC bookings register.

b. Disallow the Pavilion from use as host to any purposes other than not for profit sport, recreation, exercise and directly associated events.

c. Be responsible for the maintenance, upkeep and improvements of the Pavilion both internally and externally, in agreement with the owners KKPC.

d. Whilst KKPC will continue to hold building insurance and public liability for the KRG, KPC will ensure suitable insurance is in place for all sporting and recreational events staged through KPC by its constituent clubs.

14. The users have access to designated storage areas/sheds at the pavilion, these are to be solely used for user groups cricket/football and must not be rented or sub-let out to any other third party, personal items not related to sporting activities are not allowed.
The Parish Council Clerk, Chair and Council Staff will have keys and combinations to all sheds for inspection purposes, to confirm that storage facilities are used in the correct way and are keeping in line with health and safety regulations.

15. The council clerk chair and council staff will have keys combinations to all sheds for inspection purposes that storage facilities are used in the correct way, the council has the right to remove any items deemed not acceptable!!!

16. As owners KKPC will ensure the consistent delivery of all utilities, including electricity, gas, water, and sewage. KKPC will oversee and manage the maintenance of those primary utilities, including any costs to the upkeep of those utilities and their infrastructure.

Membership of the Kingskerswell Pavilion Club

17. The KPC Committee will keep a record of all clubs and individual members of the KPC. Membership will be open to all clubs or groups within the KPC, and also affiliated membership can be taken up mainly by residents of Kingskerswell.

External Users Groups and Wider Use of the Pavilion

18. Groups outside of the KPC can apply in writing to use the Pavilion, as long as that use is in line with the stated objects of the KRG and the KPC.

19. Agreements will include standard booking arrangements and the financial donations will comply with the not-for-profit status of the KPC and be used to underpin the stated objects.

20. Suitable Insurance and disclosure and barring (D&B) information shall also be made available to KPC on request.

21. Each user group (CKCC, KCFC etc) will pay a monthly maintenance fee to the KPC over twelve months of £150 pcm for football and £90 pcm for cricket; this maintenance fee will be used to contribute to the running costs of the Pavilion and grounds.

Meetings and Annual General Meeting

22. The Annual General Meeting (AGM) shall be held in the Month of June each year and will be advertised where applicable at least 14 days prior to the event. All business to be discussed should be with the KPC seven days in advance of the event.

23. User Groups are expected to attend, and the meeting is open to the Kingskerswell residents. KKPC will receive a copy of the annual, accounts alongside any other committee documentation to show clearly and consistently that all activity can be shown to be not for profit and meeting the stated objects of both KPC and KRG.

24. An Extraordinary General Meeting (EGM) can be called with 7 days' notice. As the owners of the Pavilion, KKPC will be entitled to call an emergency meeting with the KPC Committee at any time, providing at least 7 days notice is given to those concerned, in order to confirm agenda details.

25. The KPC Committee shall meet no fewer than four times annually, but at the discretion of the committee can request meetings monthly dependant on necessary business.

KPC Refreshments

26. KPC holds a valid Club Premises licence (TEIC0071) to sell alcohol, issued on the 24,11,2005**.** The licence holders are listed as Kingskerswell Pavilion Club, The Playing Fields, Manor Drive, Kingskerswell, Devon, TQ12 5HB. The licence holder and supervisor for this licence is the KPC. This licence is valid indefinitely. The conditions of that licence use are:

a. The sale of any form of refreshment, must not constitute a 'for profit activity'.

b. The supply of alcohol for consumption off the premises must be made at a time when the premises are open for recreational activity or sporting events; in line with the trading times stipulated and agreed within this constitution and the alcohol licence.

c. Any alcohol supplied for consumption off the premises must be in a sealed container and can only be sold to a club member in person.

d. Alcohol may not be sold to anyone under the age of 18 and those running the bar should respectfully request proof of age if in any doubt.

e. Alcohol may only be sold to those taking part in a sporting or recreational event including players from a competing visiting club or organisation. An entry must be made in the Visitors book for all visiting groups/teams, excluding all individual names but including the group/team that they are representing.

f. Visiting groups/teams should supply KPC with a team list at the start of the event to cover all other health and safety eventualities.

g. Guests that are signed in by members that have completed and paid membership to KPC, or in attendance at an event.

h. All group users shall provide KPC with written proof of their members and a yearly subscription of £3 per person wishing to purchase alcohol at the bar.

i. Three guests or visitors may be "signed in" on any day by a fully paid-up member of their respective club and having paid their £3 yearly membership to KPC. Guests or visitors will then be entitled to purchase refreshments, but only on that specific event.

j. If comprehensive records and checks are not completed whilst overseeing the alcohol sales, KPC or KKPC maintain the absolute right to close the bar immediately.

k. As alcohol sales may be made by the various groups or clubs within the KPC, the KPC Secretary will ensure that each group or club has a named and trained 'Responsible Officer' for alcohol sales.

l. KPC must ensure that if any group is selling alcohol to support any event, a named Responsible Officer is present to supervise that alcohol sale at all times.

m. To enable Teignbridge District Council Licensing Office (TDCLO) to carry out its duties with regard to Club licensing; it has been granted unlimited access to the Kingskerswell Pavilion by KKPC. This will enable TDCLO to visit and inspect any alcohol sales, at any time, in order to carry out their oversight duties. The TDCLO will also be passed a copy of the KPC Constitution to confirm this agreement and unlimited access.

27. Refreshment sales are for the purposes of supplying alcohol and other refreshments to members of the club for consumption on the premises. These sales, including alcohol, are made to support the sporting activity and the sporting culture, sale of alcohol must not occur where there is no sporting event, unless by prior agreement with KKPC. The KPC Committee, will oversee the careful administration, management, and running of all aspects of those refreshment sales.

28. Alcohol sale will only be made to support scheduled match days, training days, and agreed 'exceptional events'. However, it is recognised that the cricket season is condensed into four months of the year, and football into five. Hence fixtures will sometimes occur on a Saturday, Sunday and on occasions with mid-week cup games. These additional scheduled fixtures will also be allowed to be supported with alcohol sales.

29. KPC and user groups (CKCC, KCFC etc) are free to organise a small number of 'special events' during the year, but these will always need to be agreed in line with this constitution. If those events are also open to the public, and as the KPC only hold a Club Licence, there would a need to meet the additional requirements outlined in the Licensing Act 2003, and in agreement with KKPC.

30. In order to protect and maintain the Recreation Ground environment, which is bordered by multiple residential areas, it is important that the Pavilion is not allowed to become a public bar or social club for regular alcohol sales. To ensure this the KPC Committee will ensure, on match days, the sale of alcohol does not continue beyond 22.00hrs, unless agreed with KKPC.

31. On match days, where these alcohol sales may continue into the late evening, due consideration will always be given to the residential neighbours to the Pavilion. To that end The Pavilion Club will always ensure minimum disruption to residents from noise; including the closure of the Pavilion doors no later than 21.30 or as close due to the practicalities of clearing up, to help minimise disruption and to deter non-members from gaining access to alcohol. KPC will also encourage visiting teams to 'car share' to reduce the number of additional vehicles that require local parking. Alongside ensuring where possible, that KPC members and visiting teams use the car parking available outside the Pavilion, as opposed to parking in the residential areas close by.

32. Refreshments sales will always be staffed by KPC members and overseen by the KPC Committee. The takings from the sale of refreshments of any type will be used to purchase refreshment stock, with all remaining monies being incorporated to support the objects of KPC.

33. Whilst the sale of refreshments will normally directly support all sporting events. The sale of non-alcoholic refreshments will also support the wider remit of the Recreation Ground objects, by

meeting the refreshment needs of the villagers of Kingskerswell. This includes walkers, dog walkers and other local clubs and recreational activities that may wish to use the Pavilion as a community nexus. In short, the KPC will endeavour to additionally support the wellbeing of the community including their recreation through refreshment sales, and there will be no limit on those non-alcoholic sales imposed.

Additional Obligations

34. KKPC will have a duty to ensure and oversee the correct conditions are being met by the main user KPC and other user groups, including those conditions surrounding not for profit and bar and café sales.

35. If KKPC, as the owners of the Recreation Ground which includes the Pavilion, believe that the KPC or other users are not complying with either this constitution or the objects for the Pavilion or charitable status, or bring the KKPC into disrepute, or there is a strong belief that some behaviour may have been criminal; KKPC will call an immediate emergency meeting to discuss these matters. If upheld, KKPC retain the right to serve notice in writing, immediately to the KPC Committee and any user groups.

36. KKPC will then allow one month for the KPC Committee, or any user group to complete any outstanding tasks, and then discontinue KPC as the user of the Pavilion. In exceptional circumstances, like the identification of criminal behaviour, the KKPC would enact immediate cessation of the facility by KPC. In this instance all aspects of the management and payments for the facility will revert back to KKPC with immediate effect.

Constitution Review and Agreement

37. This constitution was signed off as agreed and recorded in the public minutes of the Kingskerswell Parish Council meeting on 30th October 2023.

38. This constitution should be reviewed and agreed periodically at both KPC and KKPC AGMs. If not agreed, it should be subject to formal editing with correct version control. Any amendments would be subject to sign off by both KPC and KKPC.

39. In the event of any further pandemic outbreak, war, state of emergency or other extenuating circumstance KKPC reserves the right to shut down any activity related to the RGC, including the playing fields, equipment, playgrounds, buildings or any combination thereof without prior notice, and at its sole discretion, for the protection of life and property.