



GB 9 BALL TOUR CONSTITUTION AND RULES OF MEMBERSHIP

1. NAME

1.1. The club shall be known as GB 9 Ball Tour hereinafter known as 'GB9'.

2. OBJECTIVE

2.1. The objective of GB9 is to provide a professionally run American pool tour throughout Great Britain specialising in the 9 ball discipline.

3. WEBSITE

3.1. All rules, events, notices, news, contact information and other information relating to GB9 will be published on the clubs official website: <http://www.gb9balltour.com> hereinafter referred as 'the official website'.

4. AFFILIATION

4.1. GB9 shall be affiliated to the British Professional Pool Players Association (BPPPA) and any other Associations, which may be considered necessary by resolution of the Committee.

5. MEMBERSHIP AND ENTRY FEES

5.1. Membership of the tour is valid for one year only but can be renewed on an annual basis by satisfying the qualifying criteria for the forthcoming season and paying the appropriate entry fee.

5.2. Membership runs from January to December.

5.3. Tour members will belong to one of the following categories of membership, which will attract an appropriate entry fee.

5.3.1. Male – Pro Division

5.3.2. Female – Pro Division

5.3.3. Male – Challenge Division

5.3.4. Female – Challenge Division

5.4. Entry fees for the 4 categories of membership will be determined by resolution of the Committee and published on the official website prior to accepting applications for the forthcoming season.

5.5. The tour does not offer youth / wheelchair memberships though players aged between 14 and 17 and/or wheelchair players are invited to join one of the above mentioned membership categories.

5.6. GB9 will take all reasonable measures and endeavour to work with our hosting venues to ensure members under 18 years of age and members with disabilities are able to take a full part in events and are not hindered due to rules imposed by our hosts, accessibility issues or any other issues outside the

direct control of GB9. If, however, the Committee agrees that it is impossible or impractical for a member to take a full part in an event through no fault of their own due to such issues the Committee will offer the member the option to resign from the tour with a pro-rata refund being paid taking into account any events they have already participated in.

- 5.7. In season 1 (2008) new members may elect to join the Pro Division or Challenge Division with the Committee having discretion as to whether to accept the application or request the applicant to apply to an alternate division.
- 5.8. In subsequent seasons participation in either division will be dependant on the published qualifying criteria as determined by resolution of the Committee. If there is any dispute as to which category a member should join the Committee's decision will be final.
- 5.9. Qualifying criteria will be determined by resolution of the Committee and published on the official website prior to accepting applications for that season.
- 5.10. GB9 reserves the right to refuse applications for new membership or renewal of membership without any obligation to give a reason for so doing. Any decision to refuse an application would be made by resolution of the Committee.
- 5.11. Prospective members shall make written application to the Secretary using the form provided on the official website or postal application form and follow this up with payment of the appropriate fee or instalment. No application will be accepted until the appropriate fee has been paid.
- 5.12. Members must provide contact information such as postal address, contact telephone numbers and email address and are responsible for keeping GB9 updated with any changes. GB9 will communicate with members via email, postal mail, telephone call or text message as they see fit using the details most recently supplied by the member.
- 5.13. Where annual entry fees are payable in instalments the amount of instalments and required dates will be published on the official website prior to accepting applications. Any player whose payments are in arrears will be refused further participation in events until fees are up to date and will be barred from entering further seasons until arrears are paid.
- 5.14. GB9 reserve the right to change the dates for payment of instalments by giving members at least 21 days notice.

6. RULES

- 6.1. Members must observe the following rules at all times:
 - 6.1.1. Rules of Play (published on the official website).
 - 6.1.2. Tournament Regulations (available on the official website and from time to time modified by the Tournament Director and published at events).
 - 6.1.3. Rules of Discipline (published on the official website).
 - 6.1.4. Constitution and Rules of Membership (this document).
- 6.2. Any breaches of the rules or the spirit of the rules will be dealt with by the Tournament Director, Committee or National Governing Body as deemed appropriate by the Committee and their decision will be final.
- 6.3. GB9 will at all times observe the World Standardised Rules of Play enforced by the World Pool Association and the appointed Tournament Director is responsible for ensuring these are adhered to during events.

6.4. The Tournament Director may amend the Tournament Regulations at any time following consultation with the Chair Person, or in the absence of the Chair Person any 3 Committee members.

6.5. Rules of Discipline can only be changed by resolution of the Committee.

6.6. The Constitution and Rules of Membership cannot be changed except as outlined in section 11.

7. CESSATION OF MEMBERSHIP:

7.1. Any member may resign by giving one month's clear notice in writing to the Secretary.

7.2. Any member violating any of the rules or regulations of GB9 or being adjudged guilty of unsatisfactory conduct may, by resolution of the Committee, be suspended or expelled. Such a decision will be communicated in writing to the member within 14 days of the resolution. Any member so suspended or expelled may appeal to the Committee if such an appeal is sponsored by not less than 10 per cent of current members and is received by the Committee in writing within 1 month of the resolution.

7.3. A member shall be deemed to have resigned from GB9 if, after due notice in writing or by email, he/she has not paid by the annual subscription or required instalment by the due date.

7.4. No refund of entry fees will be made where members resign or are suspended or expelled from GB9.

8. FINANCES

8.1. GB9's financial year will end on 31 December.

8.2. GB9 is being run as a non-profit generating business with the intention to pay out all membership fees via prize money less minimal administrative expenses. In accordance with 12.1 any profit generated will be added to future year's prize funds and/or used to further the objectives of GB9.

8.3. A bank account will be maintained in the name of GB 9 Ball Tour. Cheques must be signed by two of the designated signatories. Internet banking transactions will be made by a Primary Internet Banking User nominated by the Secretary and Chair Person.

8.4. All money or other objects received by GB9 or on behalf of GB9 by an official is the property of GB9. All financial outgoings must be for legitimate GB9 expenses or to benefit GB9 and/or its members.

8.5. No GB9 member or Committee member will receive payment for services other than the reimbursement of any extraordinary expenses when agreed by the Treasurer.

8.6. A financial statement of accounts will be prepared annually by the Treasurer showing the position up to the last day of GB9's financial year and presented to the Annual General Meeting along with the Auditors report.

9. COMMITTEE AND OFFICIALS

9.1. The Committee shall conduct the affairs of GB9 as a whole and shall consist of a Chair Person, Secretary, Treasurer, Auditor and up to 6 other committee members as deemed necessary.

9.2. No less than 51% of the elected Committee members must be present to form a quorum.

9.3. The Chair Person will be automatically re-elected each year unless he/she resigns, dies, or a motion is put to the committee at least 3 months prior to an AGM from another Committee member wishing to put themselves forward for the position. Such a motion should be signed by not less than 3 of the 6 Committee members (not including the member putting themselves forward). The position would then

be subject to election by secret ballot by members at an AGM or EGM where a majority vote is required to effect a change.

- 9.4. The Committee members will be automatically re-elected each year unless he/she resigns, dies or a motion is put to the Committee at least 3 months prior to an AGM from a member wishing to put themselves forward for a position. Such a motion should be signed by not less than 10% of the membership (not including the member putting themselves forward). If the Committee is already full (see 9.1) the Chair Person would then seek a volunteer from the Committee to a) step down in the event the nominated party is duly elected at the AGM or EGM or b) offer themselves as a candidate to stand against the nominated party at the AGM or EGM. If the Chair Person cannot find a willing volunteer a meeting will be convened by the Committee and the candidate will be decided upon by secret ballot of the Committee members.
- 9.5. Any Committee member who does not renew their membership of GB9 but wishes to continue to offer their services on the Committee may continue to do so and will be considered an honorary non-playing member of GB9 during their period of service.
- 9.6. In the case of casual vacancy among the Committee, the Committee may appoint another eligible person to act until the next AGM or EGM. Any eligible person may then put themselves forward for election by submitting a motion prior to the meeting signed by not less than 10% of the membership (not including the member putting themselves forward). If no person puts themselves forward the Committee may appoint an eligible person to the vacant position on a permanent basis at the next AGM.
- 9.7. The Chair Person will preside over all meetings of GB9 and has casting vote. In the absence of the Chair Person at a meeting the Committee members present shall vote to appoint someone to act as Chair Person. The Chair Person will be responsible for guiding the activities of GB9 in accordance with its rules and general policy as expressed by the majority of its members.
- 9.8. The Secretary will be responsible for the organisation of meetings and the recording of minutes relating to such meetings and correspondence relating to the general business of GB9.
- 9.9. The Chair Person and Secretary are empowered to make decisions throughout the year affecting the running of the tour and events though these officials may not take any decisions which are in contravention of the rules without a resolution of the Committee.
- 9.10. The Treasurer will be responsible for the collection of all monies including entry fees and shall keep such books of account as required by the Committee. The Treasurer shall audit the books of GB9 annually and shall produce at the AGM balance sheets showing the financial state of each account, accompanied by the Auditor's report. The Treasurer must make the committee aware of any existing or potential financial or cash flow problems.
- 9.11. The Auditor shall examine the accounts at least once annually, prior to the Annual General Meeting, along with any invoices and receipts and shall submit a report certifying that such are correct and fairly represent the expenditure and receipts of GB9, its Assets and Liabilities. They may at any time inspect any books document or property of GB9, in the possession of any Officer or Member, and make a report thereon in writing to the Committee.
- 9.12. All other Committee Members shall assist in the general conduct of GB9's business and activities and shall act as representative for other members interests at Committee meetings.
- 9.13. GB9 will employ a Tournament Director to be responsible for the smooth running of events held throughout the year. The Tournament Director shall take direction from the Chair Person or Secretary, or in the absence of these officials, any other Committee member.
- 9.14. The Annual General Meeting will normally be held at the first event of the year but no later than 31 March.

- 9.15. Motions for discussion at the AGM, which do not originate from within the Committee shall be lodged with the Secretary at least 30 days prior to the AGM and be signed by at least 5 current tour members.
- 9.16. The Secretary or Chair Person may convene Committee Meetings, as and when required upon giving seven days notice.
- 9.17. An Extraordinary General Meeting may be called at any time by the Committee. The EGM must be proposed by a quorum of Committee members, and GB9 members must be given at least 7 days notice of the meeting, together with details of the resolution(s) to be considered by the meeting.
- 9.18. Only members of the tour and Committee members (with fees paid up to date) are entitled to vote at meetings.
- 9.19. The Committee shall have power to legislate upon any point not provided for in these rules.

10. LIABILITY

- 10.1. The Committee shall manage the affairs of GB9. Financial or legal liability incurred in the rightful exercise of their office shall not, however, be the personal liability of the Committee or any individual official, but shall be the responsibility of GB9 as a whole.
- 10.2. All members or other persons who attend GB9 events or competitions do so at their own risk, and neither GB9 nor its officers can accept any liability for any loss or injury of any kind sustained whilst at premises hosting GB9 events.

11. ALTERATION OF CONSTITUTION:

- 11.1. This constitution shall not be altered, amended, or rescinded except at an Annual or Extraordinary General Meeting.
- 11.2. A resolution to give effect to a change must be passed by at least 75% of the members present at the meeting, and voting on this behalf.
- 11.3. Any matter not provided for in this constitution, or any question over the interpretation of it shall be dealt with by the Committee whose decision shall be final.

12. DISTRIBUTION OF PROFITS:

- 12.1. In no circumstances can any profit be distributed to members, but any profits earned shall be contributed to a General Fund for furthering the objectives of GB9.

13. TERMINATION:

- 13.1. GB9 shall not terminate except by a resolution of an EGM convened for the purpose and, in such an event, any surplus assets shall be handed over to a body or bodies with similar objectives or to a charity or charities agreed by the meeting which formally terminates the club.