



Constitution of UKAPU

Unincorporated Association Agreement: Constitution of United Kingdom Airsoft Players Union

Note: As a draft document this constitution may be amended by the consent of the committee without formal process until at such point it is agreed as the binding document of the association and signed by the members of the committee. Until such point the committee must make every effort to follow the rules of the unratified document.

Draft 3.3 Dated: April 12th 2017

Background to this agreement

The Members have formed an Association known as United Kingdom Airsoft Players Union (UKAPU), which they desire to be regulated according to the following terms and conditions.

These are the terms of the agreement:

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Definitions

These definitions apply unless the context requires a different interpretation:

AGM	Annual General Meeting of the association
EGM	Extraordinary General Meeting of the association
Association Year	The period of year beginning on 1st December
The Association	United Kingdom Airsoft Players Union (UKAPU)
Executive Committee	The following officers, as elected at the AGM: <ul style="list-style-type: none">• Chair• Vice Chair• Secretary• Treasurer• Registrar• Press Officer
General Committee	The general committee shall consist of all the officers present at the committee meeting in question
Officer of the Association	Any member of the executive committee or a regional or interim representative
Regional Representative	An officer elected from and by an active UKAPU region to represent the interests of the regions members to the association and the interests of the association to the region
The Rules	The terms and conditions of this agreement
Airsoft Replica	Means historic replica, replica imitation firearm or imitation firearm capable of discharging airsoft BBs at sub lethal velocity (as per ACPO recommendations)
Skirmisher, Skirmishers	Airsoft players who are entitled to the specific skirmishers defence (e.g. that attend organised airsoft activities at sites with public liability insurance and are normally a member of at least one such site) as defined in the VCRA specific defence
Player, Players	Both airsoft skirmishers (as defined by the VCRA) and recreational users of airsoft replicas who are not entitled to the skirmishers specific defence.
The Hobby	Means the use of airsoft replicas for airsoft skirmishing and any activities, which support or contribute to that pastime.

1. **Mission**

Aims

- To enhance the enjoyment of the hobby for players residing in the United Kingdom.
- To ensure that the hobby is able to continue into the future and without unnecessary restriction.
- To enlarge the number of skirmishers participating in the hobby.

Objectives

- To allow members to have their opinions, interests and objectives for the hobby and the association taken into account.
- To enable members to link with other players, shops, teams and sites.
- To promote the hobby as a positive activity to the general public.
- To respond to negative and untruthful depictions of airsoft skirmishing and equipment in the media.
- To educate players and airsoft gun owners as to safe use of airsoft replicas on and off of the field.
- To promote an ethical and responsible approach by players toward the hobby.
- To maintain a mutually beneficial relationship with existing or future airsoft associations which share our values.
- To encourage all airsoft players in the UK to become members of the association.
- To spread awareness of the associations and its aims.

2. **Core Agreement**

- 2.1 New members agree to the terms of this agreement once they have submitted an application for membership.
- 2.2 This agreement is not intended to form a partnership.
- 2.3 Each of the members contracts with each of the others to promote and represent the interests and the views of the association, especially in relation to action and intended action by the general media and the British government or any of its agents.

3. Subscriptions

- 3.1 The member's annual subscription fee shall be determined at the AGM. Current subscription prices shall be set out in the schedule of subscription and updated whenever the fee changes.
- 3.2 Members will not be required to submit additional membership fees and will not be entitled to a refund should the membership fee change during their annual subscription period, but they will be required to pay the revised amount when renewing their membership.
- 3.3 All payments for subscriptions are due on upon approval of application to join the association and annually after this date. Any member who has not paid their subscription by the due date shall be disqualified from attending any meeting of the association and from voting until the subscription for that year has been paid.

4. Membership

- 4.1 Only Individuals who are resident in the UK are eligible for membership.
- 4.2 The association reserves the right to perform, at either registration, or any other time after registration, to perform verification checks for the purpose of determining whether or not the member is a skirmisher.
- 4.3 Full membership is only available to skirmishers over the age of 18.
- 4.4 Junior membership is available to players under the age of 18. They will not be entitled to a vote on any association business including election of officers, would not be eligible as candidates for official positions and may not necessarily be entitled to the full benefits of Membership.
- 4.5 [Clause has been repealed]
- 4.6 Skirmishers who are involved in the management of airsoft playing sites, shops and some other airsoft organisations (skirmishers with vested interests) are most certainly encouraged to become members but may be excluded from becoming officers of the association even if they do not benefit financially or through material gain through the operation of said companies or organisations.

The vested interests list includes - but are not limited to - the following:

- 4.6.1 Employees and management of airsoft retailers and wholesalers.

- 4.6.2 Employees and management of revenue driven airsoft media outlets and;
- 4.6.3 Employees and management of sites.
- 4.6.3.1 Player-marshals who do not have a management role at an airsoft site are not included in the list of excluding factors.
- 4.6.4 Notwithstanding the exclusions defined in section 4.6, the association may allow people who would otherwise be disqualified to become officers, however, they do so if co-opted into the committee – as a consequence, no voting rights are normally held by these officers.
- 4.7 Officers and applicant officers must formally disclose to the secretary any vested interests they may have or may acquire during their time in office.
- 4.8 Members with vested interests shall otherwise enjoy the full benefits and rights of other members.

5. Resignations, Suspension and Expulsion

- 5.1 A Member may resign from the association by informing the registrar in writing of his intention to do so. If a member chooses to resign, no part of his subscription shall be refunded.
- 5.2 The general committee shall have the power to (but not limited to):
 - 5.2.1 Suspend (for a period not exceeding twelve months); or
 - 5.2.2 Expel any Member who infringes any of these rules or the code of conduct, or whose conduct, (in the Committee's opinion) is harmful to the good name of the association or the hobby, or renders them unfit for membership.
- 5.3 No member shall be suspended or expelled without first being given reasonable opportunity to defend himself before the committee in person or in writing.
- 5.4 Suspension or expulsion shall not be enacted without at least three quarters of the committee voting in favour.
- 5.5 No suspended member shall serve as an officer of the association or be entitled to vote at any meeting. No part of a suspended or expelled member's subscription shall be refunded.

6. Management of the Association

6.1 General Committee

The management and control of the association shall be vested in the general committee, which shall meet as required to organise the association.

6.1.1 The duties of the general committee shall be;

6.1.1.1 To control the affairs of the association on behalf of the members.

6.1.1.2 To plan and execute the associations aims and objectives; and

6.1.1.3 To make decisions on the basis of a simple majority vote.

6.1.2 In the case of equal votes; the Chair shall be entitled to an additional casting vote.

6.1.3 The Committee shall meet at agreed intervals and not less than twice per year. The committee should hold management meetings to enable this.

6.1.4 Only officers are entitled to a vote at management meetings (i.e. non AGM/EGM Committee meetings).

6.1.5 Members are encouraged to attend and participate in the discussion at management meetings when feasible. They must refer to the secretary beforehand to ensure that there will be space for them at the management meeting venue.

6.1.6 So long as a management meeting time and agenda is publicised to the officers of the association in the usual manner, and the quorum is met, some management meetings may be conducted over Internet voice chat programmes (such as Skype).

6.1.7 The Chair shall circulate the agenda for management meetings to the general committee before the meeting.

6.1.8 At management meetings the chair will be taken by the Chair or by another officer delegated by the Chair if they are unable to attend.

6.2 ***Officers***

6.2.1 The executive officers of the association are as follows;

- Chair
- Vice Chair
- Secretary
- Treasurer
- Registrar
- Press Officer

6.2.2 An officer can have more than one office/role, but if an officer holds more than one role, only one vote is held by said officer.

6.3. ***Election of Officers***

6.3.1 All executive officers and interim representatives shall be elected at the annual general meeting from, and by, the members of the association.

6.3.2 [Clause has been repealed]

6.3.3 All officers are elected for a period of one year, but may be re-elected to the same office or another office within the association the following year.

6.3.4 Executive officers nominating themselves for election should make every effort to attend the AGM.

7. ***Powers of the General Committee***

The General Committee's powers shall include, but not be limited to:

7.1 Filling any officer vacancy on the executive committee from existing members until the next AGM.

7.2 Appointing any temporary regional representatives in the event of representative midyear resignations.

7.3 The appointment of;

7.3.1 Sub-committees as they believe necessary and define their role. Any sub-committee so appointed shall be accountable to the general committee. Sub committees may, subject to a vote of the committee, be given powers necessary to carry out tasks without reference to the general committee.

Similarly;

- 7.3.2 Co-opt members as they believe necessary and define their role. Any member co-opted to a position shall be accountable to the general committee. Co-opted members may, subject to a vote of the committee, be given powers necessary to carry out tasks without reference to the general committee.
- 7.3.3 Co-opted and sub-committee members shall not be entitled to a vote on the general committee unless specified.
- 7.4 Retaining and holding as property of the association;
 - 7.4.1 All sums of money coming into the Association
 - 7.4.2 The bank funds of the association, and;
 - 7.4.3 Any items owned by the association.
- 7.5 Investing sums of money in any prudent manner, which the Committee reasonably believes will benefit the Association.
- 7.6 Permitting, unless a contrary direction is given, all officers and members to recoup out of pocket expenses authorised by the committee.
 - 7.6.1 Small or regular/expected expenses are to be agreed with the Treasurer before they will be considered.
 - 7.6.1.1 Small expenses are any expenses up to and inclusive of £20.
 - 7.6.1.2 Regular/expected expenses are expenses that are over £20, which have been approved by the Treasurer, ostensibly for the day to day running of the association.
 - 7.6.2 Otherwise any other expense, be it large or extra-ordinary, must be approved by the committee prior to reimbursement.
- 7.7 Deciding day-to-day matters of the association without requiring the consent of the membership.

8. Annual General Meetings

- 8.1 The Annual General Meeting of the association should not be held later than the end of the year, but in extreme circumstances is allowed to be held at the first convenient point in the proceeding year, but only with the full agreement and consent of the Executive Committee.
- 8.2 The business of the Annual General Meeting shall be to:
 - 8.2.1 Confirm the minutes of the previous AGM and the last meeting held before the AGM.
 - 8.2.2 Receiving the reports of the committee and any sub-committees in relation to the association's activities since the previous AGM.
 - 8.2.3 Receive the accounts from the Treasurer and, if thought fit, approving the accounts in respect of the preceding financial year.
 - 8.2.4 Receive the annual report of the membership from the registrar.
 - 8.2.5 Elect the Executive Officers of the association by a simple majority vote from all members voting at the AGM and those who have returned a postal, or proxy vote in time. Voting by members attending the AGM will be held in public, unless a member of the committee or any member who intends to vote raises an objection to the use of public voting. Justification is **not** required.
 - 8.2.5.1 If a member raises an objection to public voting, voting chits will be distributed to all members present, to make clear their votes.
 - 8.2.5.2 All voting chits in this instance are to remain anonymous.
 - 8.2.5.3 The voting chits will be tallied by either an independent person, any full member not participating in elections, or a member of the Executive committee.
 - 8.2.6 In the case that any geographical areas are not yet recognised as regions, a predetermined number of interim representatives may be elected by the membership.
 - 8.2.7 Setting the price of the subscription
 - 8.2.8 Transact such other business received in writing by the secretary and dealing with any other general business of the Association.

- 8.3 Nomination of candidates for election to executive committee positions shall be made in writing to the Secretary at least 45 days in advance of the AGM date.
- 8.3.1 Nominations can only be made by full members.
- 8.4 28 days written notice shall be given to Members of the date, time and location of the Annual General Meeting by circulating a copy of the notice to every member via the email address provided.
- 8.5 Any full member may raise any matter at the AGM, provided that they have given the Secretary written notice of at least 14 days.
- 8.6 The Secretary shall circulate the agenda for the AGM to members before the meeting.
- 8.7 At the AGM the chair will be taken by the Chair or by another officer delegated by the Chair if they are unable to attend.
- 8.8 Decisions made at an AGM shall be by a simple majority of votes from those full members attending the meeting, in regards to items on the agenda.
- 8.8.1 In the event of equal votes the Chair, or anyone acting on his or her behalf, shall be entitled to an additional casting vote.
- 8.9 Non members who have received a formal invite from a member of the committee may attend the AGM but are not entitled to vote on any matters concerning the association.

9. Extraordinary General Meetings

- 9.1 An EGM shall be convened by the Secretary within 45 days of receipt by him of a direction by the Committee or of a requisition signed by at least one quarter of the total membership of the association.
- 9.2 No EGM shall take place before the giving of at least 28 days' written notice of the meeting to the members.
- 9.3 The notice shall state the date, time and place as well as the purpose of the meeting.
- 9.4 At an EGM the chair will be taken by the Chair or by another officer designated by the Chair if they are unable to attend.

9.5 Decisions made at an EGM shall be by a simple majority of votes from those full members attending the meeting.

9.6.1 In the event of equal votes the Chair, or anyone acting on his or her behalf, shall be entitled to an additional casting vote.

10. [Section has been repealed]

11. **Quorum at Meetings**

11.1 Any meeting may proceed provided that the quorum is present within half an hour of the time specified for the start of the meeting.

11.2 The quorum for an AGM shall be 3 officers of the executive committee.

11.3 The quorum for an EGM shall be 3 officers.

11.4 The quorum for a management meeting shall be 2 officers.

11.5 [Clause has been repealed]

12. **Voting at meetings**

12.1 A vote shall be carried by a simple majority of those attending and entitled to vote.

12.1.1 In the case of the AGM postal votes will be permitted concerning the election of officers.

12.2 Voting forms will be distributed to full members on request before an AGM. Return of a voting form by post constitutes an apology for non-attendance. Voting forms received via post will not be counted if they are not received before the AGM.

12.3 When raising a point of business at any meeting, ample opportunity must be given to discuss the item before a proposition and vote are made.

13. Amendment of the Rules

- 13.1 Amendments or revocations to these rules may be proposed in writing to the secretary prior to an EGM or AGM by any member if seconded by another member. The proposition must be received at least 14 days before the meeting.
- 13.2 Any proposal to amend or revoke these rules must be given in the notice to convene the meeting.
- 13.3 Any vote to carry an amendment of the rules shall be made by at least two thirds those attending who are entitled to vote.

14. Assets

- 14.1 Assets secured by the Association are to be used solely for the benefit of the airsoft skirmishing community.
- 14.1.1 In the event of the alteration of the association, its aims, structure or mission these assets would remain for the exclusive use of the airsoft community.
- 14.2 The association shall maintain a bank current account and the following officers be authorised to sign cheques:
- 14.2.1 The Chair,
The Secretary,
The Treasurer.
- 14.3 The account should be independently audited before every AGM by an auditor appointed by the Committee.
- 14.4 If in the course of an AGM or EGM a proposal is passed that bring into question the accounts or financial conduct of the Association, an independent auditor will be appointed by the general committee to carry out that investigation.
- 14.4.1 All members of the association are obliged to provide an appointed auditor with all information necessary to enable the completion of the audit.

15. Dissolution

- 15.1 If at any meeting of the general committee a resolution be passed calling

for the dissolution of the Association, the Secretary shall convene an EGM of the Association to be held not less than 45 days thereafter to discuss and vote on the resolution.

15.2 If at that EGM, the resolution is carried by at least two-thirds of the full members present at the meeting, the general committee shall thereupon, or at such date as shall have been specified in the resolution, proceed to realise the assets of the Association and discharge all debts and liabilities of the association.

11.1 Once the dissolution of the association is completed, any surplus funds and assets on the winding-up shall be distributed to an organisation with similar aims and objectives. If this is not appropriate the funds shall be donated to an appropriate charity as dictated by the committee.

16. Entire understanding

With the inclusion of the code of conduct and schedule of subscriptions this agreement contains the entire agreement between the members and supersedes all previous agreements and understandings between them. Each member acknowledges that, in entering into this agreement, they do not rely on any representation, warranty or other term not forming part of this agreement.

17. Notices and service

17.1 Any notice or other information required or authorised by this agreement to be given by any party to another may be given by hand or sent by pre-paid post to the address provided, or electronic means to the other party at the email address provided for email communication.

17.2 Any notice or information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, and that it has not been returned to the sender, shall be sufficient evidence that it has been duly given. Members are responsible for providing the registrar with their current address.

17.3 Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission. The last email address provided by the member shall be assumed to be current. It is the Members responsibility to ensure that the registrar has been provided with the correct email address.

17.4 Service of any legal proceedings concerning or arising out of this agreement shall be effected by causing the same to be delivered to the party to be served at his main address, or to such other address as may from time to time be notified in writing by the party concerned.

18. Miscellaneous matters

If any term in this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

19. Dispute resolution

19.1 In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

19.2 Subject to paragraph 19.1, if any difference shall arise between any of the parties touching the meaning of this agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society.

20. Successors and assignments

The obligations under this agreement shall be binding upon the personal representatives of the members.

21. Jurisdiction

This agreement shall be interpreted according to the laws of England and the members agree to submit to the exclusive jurisdiction of the English courts.

Constitution ratified by the signatories below on *insert date*

Note - whilst the association is finding out how this constitution is fairing in practice the committee is leaving the document unratified so that we can make corrections and adjustments without having to go through a long-winded formal process

Chair

Vice Chair

Treasurer

Registrar

Secretary

Press Officer