ENGLAND HOCKEY OFFICIATING CLUB
CONSTITUTION

Definitions and Abbreviations

1. The following words and expressions shall, unless the context otherwise requires, bear the following meanings:

"Area Branch" and "Area Branches" have the meaning set out in EHO Rule 18

"Area Company" and "Area Companies" have the meaning set out in the Articles of Association of EH

"ASC" means the Areas Standing Committee, a Committee of EH

"Branch Rules" means the rules described in Rule 18 of this Constitution and the EHO Byelaws

"Byelaws" means the Byelaws made by EH pursuant to the provisions contained in this Constitution

"Commencement Date" means the date to be decided by EH when the EHO will come into existence

"Complaint" means a Complaint such as is described in EHO Rule 46 below

"EH" means England Hockey, the National Association, and sole and exclusive Governing Body for hockey in England

"EH Board" means the Board of Directors of England Hockey

"England" means the whole of the country of England under the jurisdiction of EH, including the Isle of Man and the Channel Islands, as recognised by the FIH

"EH Code" means the EH Code of Ethics and Behaviour

"EHO" means the England Hockey Officiating Club

"EHO Rules" means the provisions set out in this Constitution

"Game" means the game of hockey

"FIH" means the International Hockey Federation

"Hockey" includes both field and indoor hockey and other derivatives of the game as decided from time to time by the FIH

"Legacy Members" means any Life Members, Vice-Presidents for life or Honorary Vice-Presidents of outgoing Associations

"Management System" means either Officiating Management System or Game Management System, which are or will be used by England Hockey to administer the appointments and membership of match officials

"MO" refers to any individual who is qualified to participate as an umpire, umpire support, technical official, Tournament Director or Judge in a match or tournament in that capacity, subject to the Rules of Hockey.

"NGP" means the EH National Game Panel, a committee established by the EH Board

"NPUA" means the National Programme Umpiring Association

"Officials" means an umpire, umpire support, technical official, Tournament Director or Judge, subject to the Rules of Hockey.

"Officiating" means acting as an umpire, umpire support, technical official, Tournament Director or Judge in a match or tournament in that capacity, subject to the Rules of Hockey.
"Officiating Operations Group" means a body established by the OWG to review, revise and make recommendations on operational matters within officiating
"OWG" means the EH Officiating Working Group
"TAP" means the EH Technical Appointing Panel, a committee established by the EH Board

Objectives

2. The objectives of the EHO include:
   2.1. providing, and enabling the members of the EHO to have the benefit of, a unified, inclusive, community for MOs in the whole of England, nationally led, with local delivery, in order to serve the game and the members of EH;
   2.2. working with all bodies and individuals involved in hockey to provide and promote high quality umpiring and other match officiating through networking, development, training, support, and opportunity for all individual members of the EHO;
   2.3. creating a transparent, easily navigable career pathway for MOs, which is structured to enable all to perform to their full potential;
   2.4. providing high quality, easy to access, development resources for MOs at all levels of the game;
   2.5. using technology processes, to free up volunteer time and benefit from economies of scale;
   2.6. providing a consistent approach to recruitment, development, progression and support for MOs at all levels of the game;
   2.7. carrying out any function relating to match officiating that EH requires to be carried out, provided that the EHO shall not be required to do, and shall not be concerned in, any thing or matter unless within the powers of EH and authorised by the EH Board.
3. EH is the proprietor and manager of the EHO, subject to the EHO Rules and any Byelaws and Area Branch Rules, made pursuant to this Constitution. The EHO shall be a non-voting member of EH and a voting member of each of the Area Companies.
4. The EHO shall operate with no more than a reasonable surplus generated annually. Any surplus of funds shall be reinvested for the benefit of the members of the EHO to assist with achieving the EHO's objectives described in Rule 2.

Structure

5. The EHO is a club for all Match Officials within the jurisdiction of EH. There shall be:
   5.1. The Officiating Working Group;
   5.2. Officiating Operations Group;
   5.3. An Administration Team provided by EH;
   5.4. Eight Area Branches;
   5.5. National Panel Umpiring Association Branch;
   5.6. Technical Appointing Panel Branch; and
   5.7. Working Groups that may be appointed from time to time by the OWG.
6. Subject to the overall control of EH, the EH Board intends to delegate to the OWG responsibility for the management of the EHO. The OWG shall select one of its members as Chair of EHO. The Chair of the EHO and the Chair of the OWG shall be the same person.
   6.1. Any member of OWG wishing to be considered for Chair shall notify, electronically, the EHO Admin Team by 16:00 on the last Thursday in July;
   6.2. In the event that only one member of OWG so notifies, the EHO Admin Team shall, forthwith, provide that name to the EH Board for approval annually;
   6.3. In the event that more than one member wishes to be considered, the EHO Admin Team shall call for an immediate electronic vote of all members of the OWG;
   6.4. In the event that there is an even split of votes, the Officiating Relationship Manager or other senior representative of EH shall have a casting vote;
   6.5. The EHO Admin Team shall provide the name of the successful candidate forthwith to the EH Board for approval.
7. The OWG shall establish an Officiating Operations Group for the purposes of the EHO Objectives, which shall include one member of the OWG, as Chair, and not fewer than two appointed members of the EHO as required on a skills basis. The OOG shall report to the OWG.
8. EH will manage the finances of the EHO via a separate cost code of EH accounts, this will be ring-fenced, and surpluses carried forward year on year. The transactional history under the EHO cost code will be made available to the OWG and at the EHO AGM. The EHO cost code will be audited as part of overall EH independent audits.
9. EH will continue to invest in Officiating, as budgets allow, outside of the EHO at the discretion of the EH board providing the staff support, services to officiating such as courses and workshops in harmony with the activities of the EHO.

The Officiating Working Group

10. The OWG is a Committee established by the EH Board with a remit that includes keeping under review, making recommendations about and facilitating all officiating within EH's jurisdiction, in particular:
    10.1. to collaborate on developing and delivering the Officiating Strategy for England;
    10.2. to collaborate on decision making around umpire progression pathways, umpire developer pathways and technical official progression pathways;
    10.3. to collaborate on the development of resources to aid the education and development of match officials at all levels of the game; and
    10.4. to manage, as may be required by the EH board, the activities of the EHO

11. The OWG shall include, but not be limited to:
    11.1. A Chair selected pursuant to point 7 above;
    11.2. The Area Officiating Committee Chair of, or an appropriate senior Officiating representative appointed by, each of the eight Area Companies;
    11.3. A representative appointed by NPUA;
    11.4. A representative appointed by TAP;
    11.5. Such further members as the EH Board may decide.

12. Meetings of the OWG may take place electronically and will have a quorum of 6 members.

13. The Terms of Reference of the OWG shall be prescribed from time to time by the EH Board of its own volition or pursuant to amendments recommended to the Board by the OWG.

Administration Team

14. The day-to-day administration of the EHO shall be by an Administration Team. The EH Board shall appoint and maintain the members of the Administration Team, all of whom may be employees of EH, to carry out such functions as may be required, and subject to such terms and conditions as the EH Board shall from time to time decide.

15. The Byelaws may contain details about the roles of, and the procedures to be adopted by, the members of the OWG and the Administration Team, which Byelaws may be amended from time to time by the EH Board. Without prejudice to the generality of the foregoing, the responsibilities and powers of the Administration Team shall include, but not be limited to, the following:
    15.1. to defray out of the EHO's funds those expenses which are wholly and necessarily incurred in furtherance of the EHO's activities by the Chair of the EHO and members of the OWG, Officiating Operations Group and any working group;
    15.2. to contribute to shared technology for the administration of Officiating
    15.3. to maintain a list of members showing their membership category and accreditations, with suitable contact details and such other details as the EH Board may from time to time require;

15.4. to keep accounting records in which all the financial transactions of the EHO are recorded. Details concerning the information to be contained in the EHO Accounts with dates of the EHO's financial year shall be set out in the Byelaws;

15.5. to arrange insurance cover for relevant members in respect of all their match officiating activity;

15.6. to communicate regularly with members about the activities of the EHO;

15.7. to appoint one or more individuals to assist in the management and carrying out of the activities of the EHO, including the maintenance of a website and the provision of education and coaching for match officials;

15.8. to ensure, so far as possible, that all relevant EH regulations and policies are complied with by the EHO, including, without prejudice to the foregoing, compliance with current statutory requirements concerning Equality and Data Protection;

15.9. to facilitate the implementation of the Disciplinary and Dispute Resolution procedures provided for in these EHO Rules;

15.10. to maintain minutes of meetings of the OWG, Officiating Operations Group, all working groups and General Meetings of the EHO;

15.11. to provide such services and benefits to the members as may be set out in the Byelaws and/or required by the OWG;

15.12. to introduce such procedures and guidelines as deemed appropriate, subject to approval by the OWG, for the effective administration of the EHO.

16. The members of the Administration Team shall meet as and when necessary and retain records of all their individual and collective decisions made in the course of the administration of the EHO in such form and detail as the OWG may from time to time require, and as may be provided for in the Byelaws.

Area Branches

17. The eight Area Branches shall have 'Area Branch Rules' issued by the OWG or as may be included from time to time in the EHO Byelaws. The geographical Area within the scope of any particular Area Branch is intended, so far as possible, to coincide with the geographical Area of the corresponding Area Company.

18. Each Area Branch, and the EHO members of the Area Branch, shall unless otherwise required in Regulations made by EH, be subject to the jurisdiction of the corresponding Area Company and the Articles of Association of the Area Company and Regulations made pursuant to such Articles.

19. The Area Branch Rules shall include provisions to facilitate the appointment and/or election of a Branch Chair and such other roles as may be required for the purpose of:
    19.1. organising and delivering the activities of the Branch and the Branch members;
    19.2. representing the EHO generally within the Area Company; and
    19.3. such other activities as the EHO may from time to time consider necessary.
20. The Area Branch Chair shall, subject to election of Postholders at the Annual General Meeting of the Area Company, also be the Chair of the Area Officiating Committee.
21. On becoming a Member of the EHO the member shall automatically become a Member of their chosen Primary Branch.
22. Any individual who is a Member of the EHO is eligible to be nominated for election to any post at an Area Branch General Meeting.

Membership

23. The first members of the EHO are all those individuals who at the Commencement Date are the current members of a Regional or County Umpiring Association, including those persons who are also members of the NPUA or TAP. Thereafter the members of the EHO shall be all the first members (provided they continue to fulfil the necessary criteria for membership and pay any relevant subscription) and those persons who are permitted and/or are required by EH for the time being to be members of the EHO in order to provide match officiating services in England, subject to the EHO Rules and any Byelaws and Area Branch Rules made pursuant to this Constitution.
24. The criteria and accreditations required for membership of the EHO shall be provided for in the Byelaws of the EHO which may be amended from time to time by the EH Board, after consultation with the OWG.
25. There shall be various categories of membership, designed to encompass all of the aims and objectives of the EHO. Categories of membership will be reviewed and agreed by OWG on an annual basis
26. The annual membership subscription, if any, and date for payment for each category of member shall be fixed by the EH Board, after consultation with the OWG.
27. The benefits of membership shall be updated and communicated regularly to all members.
28. Members of the EHO are under no financial liability by reason of their membership of the EHO save for the annual subscription. A member may from time to time be required to pay for or contribute towards the cost of clothing and other accessories, such as radios, coaching courses, tests and examinations.
29. For the purposes of receiving independent appointments from the relevant Area Officiating Committee, NPUA or TAP, individuals need to be members of the EHO on an appropriate membership subscription as set out in the Byelaws and agreed by the OWG.

The NPUA

30. All members of the NPUA at the Commencement Date and thereafter are required to be members of the EHO for as long as they remain members of the NPUA. The subscription (if any) payable to the EHO shall be fixed having regard to the subscription also payable for membership of the NPUA.

31. The NPUA shall remain, subject to the terms of its Constitution, responsible for managing the areas of officiating at National Level provided for in the NPUA Constitution.

32. Unless and until the EH Board decides otherwise, the activities and responsibilities of the NPUA, and the members of the NPUA while carrying out officiating activities in their capacity as NPUA members, shall be financed directly by EH and not be subject to the management or direction of the OWG. Activities organised directly by EH and appointed to by NPUA and TAP will be overseen by the NGP.

Communications

33. Every member shall be under a continuing duty to notify the Administration Team of their up-to-date postal and email addresses and telephone number, which would normally be carried out by updating the relevant Management System.

34. All notices in writing required to be given by the EHO to members may be sent by post and/or electronic means, which shall include notices posted on the EHO's webpages. All notices sent to a member at their notified address, whichever means of communication are used, shall be deemed to have arrived two days after dispatch by the EHO unless the contrary is shown.

35. Neither the non-arrival nor the late arrival of any notice of a meeting to one or more members shall invalidate any meeting convened by the EHO. The EHO will not use a member's email address for confidential or sensitive matters without the prior consent of the member.

Meetings

36. Any meeting required under these EHO Rules may be carried out by electronic means so that such a meeting may be held and conducted in such a way that the individuals attending the meeting are not physically present together at the same place but may by electronic means attend and speak and vote at it.

Annual and Special General Meetings

37. A minimum of 28 days' notice shall be given for all General Meetings of the EHO. Such notice may be given by post, and/or by email, and/or by posting on the EHO's website. Details of the business to be transacted at the Meeting, together with any resolutions to be voted upon at the Meeting, shall be set out in the Notice convening the Meeting.

37.1. Any individual to be proposed for election must be proposed by at least one current member of the EHO and seconded by an Area Branch. The nomination must be received in writing by the Administration Team not less than 21 days before the General Meeting.

38. Any General Meeting shall be chaired by the Chair of the EHO or, if absent, an individual present on behalf of EH or duly nominated for the purpose by EH.

39. An AGM shall be held at such time in every year as the OWG shall determine, provided that not more than 16 months shall elapse between one AGM and the next. The business to be conducted at the AGM shall include:
    39.1. to receive a report from the Chair of the OWG;
    39.2. to receive a report on activities from the Administration Team;
    39.3. to receive the revenue account and balance sheet of the EHO for the last complete financial year, together with a Report on finances from the Administration Team;
    39.4. such other business as the Administration Team and/or the OWG and/or the EH Board may decide, provided notice of such business has been referred to in the Notice convening the Meeting.

40. An SGM shall be convened at any time if directed by the EH Board or if a request for an SGM is notified to the OWG, in writing, by at least 40 members of EHO.

41. Only voting members as described in the Byelaws are entitled to vote at a General Meeting. The OWG shall make the necessary arrangements to enable members to vote by proxy, and may make arrangements to enable voting to be carried out electronically via a portal established for the purpose
    41.1. The Quorum for any General Meeting shall be 40 voting members;
    41.2. The Chair of the meeting shall have the discretion to accept amendments to any resolution;
    41.3. In the event of an equality of votes on any resolution, the Chair shall have a casting vote.

<u>Finance and Accounts</u>

42. The Financial Year of the EHO shall end on 31 August or such other date as may be stipulated in the Byelaws.

43. The annual subscriptions of all members shall be paid directly to EHO in such manner as shall from time to time be provided for in the Byelaws.
    43.1 The annual subscriptions may be shared between the EHO and the relevant Area Companies. Any such split will be agreed, ahead of the subscription year, by the ASC and OWG

44. A member of the Administration Team shall be primarily responsible for keeping the accounting records of the EHO and shall:

44.1 oversee the finances of the EHO and report to each meeting of the OWG;

44.2 prepare an up-to-date financial statement, for the financial year immediately preceding the date of the AGM, for ratification by the OWG and subsequent presentation to the AGM;

44.3 perform such duties as may from time to time be required pursuant to the Byelaws or as may otherwise be required by the EH Board.

Discipline and Dispute Resolution

45. It is a condition of membership of the EHO that all Members consent to be bound by and subject to the EHO Rules and the Byelaws, the Branch Rules, and the EH Code.

46. In the event of any alleged breach of the EHO Rules and/or the EH Code or other misconduct, the allegation or allegations (the 'Complaint') must be made in writing to the OWG. The OWG shall decide, before requesting information from any alleged offender, whether the Complaint involves or may involve a breach of the EH Code.

46.1 unless the OWG is satisfied that there has been no prima facie breach of the EH Code, the known details of the alleged breach must be referred to the EH Head of Governance who will determine, applying the EH Disrepute Offence Regulations or any other relevant part of the EH Code, how the Complaint should be dealt with, and, in particular, whether a formal Disrepute Complaint should be made against the alleged offender;

46.2 while any Complaint is pending for consideration by the EH Head of Governance or is being investigated pursuant to the EH Disrepute Offence Regulations or any other part of the EH Code, the OWG shall not take any further steps either to investigate or adjudicate the Complaint, save that the OWG may suspend the alleged offender from active membership of the EHO as may in the discretion of the OWG be appropriate, including, but not limited to, suspension from all activities as a match official;

46.3 where a Complaint has proceeded to investigation and adjudication pursuant to any part of the EH Code, the EHO will accept the decision of the relevant Disciplinary Body, and enforce, so far as it is within its powers, any sanction imposed or recommended, including temporary suspension from membership and expulsion from the EHO.

47. Where a Complaint is not referred to the EH Head of Governance or, having been referred, the Head of Governance decides that it does not merit being investigated as an alleged breach of the EH Code, the following provisions shall apply:

47.1 the Chair of the EHO shall appoint a Disciplinary Panel comprising three members of the OWG, one of whom the Chair shall appoint as Chair of the Disciplinary Panel. A member of the OWG will act as secretary to the Disciplinary Panel;

47.2 the Chair of the Disciplinary Panel shall have the power to issue such directions as thought fit for the purpose of investigating promptly the Complaint and gathering evidence. The Chair may, but is not obliged to, convene an oral hearing if requested by the member;

47.3 following consideration of the evidence, either on the papers or at an oral hearing, the Disciplinary Panel will notify the member of its decision and the sanction, if any, that shall be imposed;

47.4 a Disciplinary Panel has the power to impose any sanction deemed appropriate including, but not limited to, withdrawal from appointments, temporary suspension of membership, and expulsion from the EHO;

47.5 a member has the right to appeal a decision of the Disciplinary Panel to the EH Appeal Panel:

i such Appeal must be made by an Appeal Notice to the EH Head of Governance marked for the attention of the Chair of the EH Appeal Panel within 7 days of notification of the decision of the Disciplinary Panel;

ii the provisions contained in paragraphs 7.2 to 7.6 of the EH Disrepute Offence Regulations 2019 (or any amendment thereof current at the date of the Complaint) shall apply for the purposes of the Appeal as if, in substitution for an Appeal from a decision of the Disrepute Complaint Panel, the Regulations are applicable to an Appeal from the Disciplinary Panel;

iii The Decision of the EH Appeal Panel shall be final.

48. Any dispute between the EHO and one or more members or between members themselves which relates to the EHO Rules or Byelaws, and which does not concern an alleged breach of the EHO Rules or EH Code, shall be referred to a sole independent arbitrator to be agreed between the parties to the dispute, but if not agreed within four weeks of a request for arbitration by any party, to be appointed by the Chair of the EH Appeal Panel. This rule does not prevent the dispute from being referred to mediation prior to arbitration.

49. Any dispute or difference which may arise as to the meaning or interpretation of the EHO Rules, or any Area Branch Rules or of any Byelaws shall be determined by the EH Board, or such independent person as the EH Board may appoint for the purpose, whose decision shall be final and binding on all members of the EHO.

Alteration of the Rules and Byelaws

50. Byelaws may contain such provisions as EH thinks fit for the management of the EHO and the Area Branches.

51. Preliminary Byelaws shall include provisions intended to take effect primarily for the purpose of establishing and managing the EHO and the Area Branches after the Commencement Date and before the first AGM of the EHO, in particular:

51.1 arrangements for the management of the EHO between the Commencement Date and the first AGM;

51.2 arrangements to facilitate the establishment of the Area Branches

51.3 arrangements for the transfer of Members, and responsibilities from the Regional and County Hockey Umpiring Associations to the EHO.

52. The EHO Rules and Byelaws, the Branch Rules, and any regulations made pursuant to such Rules and Byelaws, may be revoked, supplemented or altered by the EH Board provided that, in the case of any revocation, supplementation or alteration that would enable EH to terminate membership or to suspend members otherwise than in accordance with these Rules, there must be consent by the EHO given by a resolution passed at a General Meeting by a majority of the members voting, either by being present or by proxy.

Dissolution

53. The EHO may be dissolved by the EH Board at any time, with any funds from the EHO, remaining after settling liabilities with Area Companies, being reinvested and earmarked to be used to further the objectives of the EHO as described in Rule 2.

18th September 2021