



VELOCITY CYCLING CLUB INC.

THE CONSTITUTION (BY-LAWS)

(Adopted and effective Dec 12, 2012)

Table of Contents

1. <i>INTERPRETATION</i>	3
2. <i>MEMBERSHIP</i>	4
3. <i>DIRECTORS</i>	6
4. <i>AGENTS AND EMPLOYEES</i>	11
5. <i>PROTECTION OF DIRECTORS, AGENTS AND EMPLOYEES</i> -....	12
6. <i>FINANCES</i>	14
7. <i>MEETINGS</i>	16
8. <i>COMMITTEES OF MEMBERS</i>	20
9. <i>MISCELLANEOUS</i>	21

1. INTERPRETATION

1.1 Terminology

In this constitution and all other by-laws of the Velocity Cycling Club Inc., unless the context otherwise specifies or requires:

- a. the singular shall include the plural and the plural the singular;
- b. **'Board'** means the Board of Directors of the Velocity Cycling Club described in paragraph 3.01;
- c. **'VCC'** means the Velocity Cycling Club Inc.;
- d. **'Member in good standing'** means any Member whose membership is still in effect and, in the case of a Regular Member, who has paid his or her membership dues by the annual due date determined by resolution of the Board.
- e. **'Director'** means a member of the Board of Directors of the VCC pursuant to Section 3 of these bylaws;
- f. **'Officer'** means a member of the Executive Committee, namely the President, Vice-president, Treasurer and Secretary; and
- g. **'Question'** means the subject, motion or amendment under discussion, including the voting thereon.

1.2 Head Office

The head office of the VCC shall be located in the Regional Municipality of Toronto in the Province of Ontario and at such place therein as the Board may from time to time by resolution decide.

1.3 Corporate Seal

The Corporate Seal, an impression of which is stamped in the margin hereof, shall be the seal of the Corporation.

2. MEMBERSHIP

2.1 Definition

Member designates a person identified as either:

- A. regular member; or
- B. honorary member.

A regular member is any person whose application for admission as a regular member has received the approval of the Board and who has paid the membership fees as determined from time to time by resolution of the Board, for the current term of membership.

An honorary member is:

- a. any person on whom the Board bestows membership in recognition of services rendered to the VCC; or
- b. any person on whom the Board bestows membership in recognition of his or her contribution to cycling.

The duration of each honorary membership shall be clearly defined by the Board. Honorary members pay no annual dues.

2.2 Termination of Membership

(a) The interest of a Member in the Corporation is not transferable and lapses and ceases to exist:

- (i) when the Member's period of membership expires;
- (ii) if the Member resigns in writing, in which case the resignation shall be effective from acceptance thereof by the Board, provided that, in the case of a Regular Member, such member shall remain liable for payment of any outstanding membership dues levied or which became payable by the Regular Member to the OBC prior to such person's resignation;
- (iii) if the Member dies;
- (iv) if a Member is expelled by resolution of the Board, provided that such expulsion is done in good faith and in a fair and reasonable manner.

(b) For the purposes of paragraph 2.2(a)(iv), an expulsion is fair and reasonable if,

(i) a Member is given at least fifteen (15) days' notice of the expulsion with reasons; and

(ii) the Member is given an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the expulsion becomes effective.

2.3 Other Fees

The Board may set fees for the participation of persons in VCC activities.

2.4 Cessation of Membership

A person who has taken possession of, or responsibility for, any VCC property must return such property to the VCC office immediately upon resignation or expulsion from the VCC.

3. DIRECTORS

3.1 Management

A Board comprising a minimum of three (3) and a maximum of ten (10) Directors may decide on, and exercise the right to engage in all the affairs of the VCC except those affairs that its by-laws assign to Meetings of Members.

In the event that the number of elected Directors is less than three (3), then the remaining Directors shall immediately call a General Meeting of Members, pursuant to the procedures in subsection 7.03. In the interim, the remaining Directors shall not engage in any new business on behalf of the OBC, but may carry out existing commitments such as the payment of rent, payment of wages and other previously contracted services and fees.

3.2 Qualification

No individual shall be qualified for election or appointment as a Director if he or she:

- (a) is less than eighteen (18) years of age;
- (b) has the status of a bankrupt;
- (c) is a current employee of the VCC;
- (d) is not a Member in good standing.

3.3 Term

Pursuant to section 3.05:

- a. the term of office of each elected Director with portfolio is of two years. More specifically, the term ends upon the adjournment of the second annual Meeting of Members after the Director's election.
- b. The term of office of each elected Director without portfolio, or director at large, is of one year. More specifically, the term ends upon the adjournment of the first Annual Meeting of Members after the Director's election; and
- c. each Director appointed by the Board may remain on the Board until the adjournment of the Annual Meeting of Members that follows such appointment.

3.4 Re-election

This matter is regulated by provincial statute and is included here for information purposes only as follows:

"At least three (3) Directors shall be elected to the Board at each Annual Meeting of Members."

3.5 Vacation of Office

This matter is regulated by provincial statute and is included for informational purposes only as follows:

"The office of a Director shall forthwith be vacated if:

- a. the holder such office becomes bankrupt or suspends payment of debts generally or compounds with creditors or makes an authorized assignment or is declared insolvent;
- b. the holder of such office is found to be a mentally incompetent person or a person mentally incapable of managing his or her own affairs;
- c. by notice in writing to the VCC, the holder of such office resigns his or her office;
- d. at a General Meeting of Members a resolution is passed by at least three-quarters of the members present and voting at the meeting that the holder of such office be removed from office; or
- e. the holder of such office ceases to be a member of the VCC."

3.6 Appointment to Vacant Positions on the Board

Vacancies on the Board may, provided that elected Directors comprise a majority of the Board, be filled by the Board through appointments from among members of the VCC.

3.7 Remuneration and Expenses

- a. Reasonable expenses incurred by a Director in the performance of VCC duties may be reimbursed, subject to Board approval
- b. Notwithstanding clause a., Directors shall serve without remuneration.

3.8 Conflicts of Interest

- a. Directors who have, directly or indirectly, any interest in any contract or transaction to which the VCC is or is to be a party, other than a contract or transaction in which their interests are limited solely to their remuneration as officers or employees, shall declare their interest in such contract or transaction at a meeting of the Directors and shall at that time disclose the nature and extent of such interest including, as to any contract or transaction involving the purchase and sale of assets by or to the VCC the cost of the assets to the purchaser and the cost thereof to the seller, if acquired by the seller within five (5) years before the date of the contract or transaction is within their knowledge or control or transaction, be counted in the quorum.
- b. Clause a. does not require the disclosure of any interest in any contract or transaction unless the interest and the contract or transaction are both material.

- c. The declaration required by this paragraph 3.08 shall be made at the meeting of the Directors at which the proposed contract or transaction is first considered, or if the Director is not interested in the proposed contract or transaction at the date of the meeting, at the next meeting of the Directors held after said Director becomes so interested, or if the Director becomes interested in a contract or transaction after it is entered into, at the first meeting of the Directors held after said Director becomes so interested, or if a contract or a proposed contract or transaction is one that in the ordinary course of VCC's business would not require approval by the Directors, at the first meeting of the Directors held after the Director becomes aware of it.
- d. If a Director has made a declaration and disclosure of interest in a contract or transaction in compliance with this paragraph 3.8 and has not voted in respect of the contract or transaction at the meeting of the Directors, the Director, if acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of holding the office of Director, accountable to the VCC for any profit or gain realized from the contract or transaction, and the contract or transaction, if it was in the best interest of the VCC at the time the contract or transaction was entered into, is not voidable by reason only of the Director's interest therein.
- e. For the purposes of this paragraph 3.8, a general notice to the Directors by a Director declaring to be a Director or officer of, or to have a material interest in the person that is a party to a contract or transaction, or proposed contract or transaction with the VCC, is a sufficient declaration of interest in relation to any contracts or transactions so made.

3.9 Duties of a Director

3.9.1 President

The President shall:

- a. subject to the authority of the Board, be the chief executive officer of the VCC;
- b. supervise the affairs and operation of the VCC;
- c. chair, when present, all meetings of the Board and Meetings of Members;
- d. be an ex-officio member of all committees of the VCC;
- e. sign all instruments requiring the President's signature; perform all duties incident to the President; and
- f. have such additional powers and duties as may be prescribed by the Board.

3.9.2 Vice President

The Vice-President shall:

- a. in the absence of the President and subject to the authority of the Board, be the chief executive officer of the VCC;
- b. in the absence of the President, supervise the affairs of the VCC;
- c. in the absence of the President, chair meetings of the Board;
- d. sign all instruments requiring the Vice-president's signature;
- e. perform all duties incident to the Vice-president; and
- f. be responsible for the Privacy portfolio, policy and related activities;
- g. have such additional powers and duties as may be prescribed by the Board.

3.9.3 Secretary

The Secretary shall:

- a. be responsible for recording the minutes of all meetings of the Board and General Meetings of Members;
- b. give all notices required to be given to the Directors, members, auditors and committees of the Board;
- c. be the custodian of the corporate seal of the VCC and of all books, papers, records, correspondence contracts and other documents belonging to the VCC except when some other agent or employee has been appointed for that purpose;
- d. sign all instruments requiring the Secretary's signature;
- e. perform all duties incident to the Secretary; and
- f. have such additional powers and duties as may be prescribed by the Board.

3.9.4 Treasurer

The Treasurer shall:

- a. have the care and custody of all the funds and securities of the VCC and shall deposit same in the name of the VCC in such bank or banks or with such other depositories as the Board may direct;
- b. keep or cause to be kept, proper accounting records for the VCC;
- c. disburse the funds of the VCC as may be ordered by the Board;
- d. take proper vouchers for such disbursements;
- e. render to the Board at meetings thereof or whenever required of the Treasurer by any Director, an account of all transactions made by the Treasurer and of the financial position of the VCC;
- f. sign all instruments requiring the Treasurer's signature;
- g. perform all duties incident to the Treasurer; and
- h. have such additional powers and duties as may be described by the Board.

3.9.5 Other Directors

The duties of the remaining Directors shall be determined by the Board

3.10 Delegation of Powers and Duties

In case of the absence or inability to act of the President, the Vice-President, the Secretary, the Treasurer or any other Director, or for any other reason that the Board may deem sufficient, the Board may delegate all or any of the powers and duties of such Director to any other Director.

4. AGENTS, EMPLOYEES and Volunteers

4.1 Appointment of Agents, Employees and Volunteers

The Board may appoint, engage and recruit agents, employees and volunteers (and may delegate this function to an officer or officers of the VCC) as it shall deem necessary from time-to-time and such persons shall have such authority and shall perform such duties as shall be prescribed by the Board at the time of such appointment.

4.2 Removal

All agents and employees and volunteers of the VCC, in the absence of agreement to the contrary, shall be subject to removal by resolution of the Board at any time.

4.3 Powers and Duties

All agents and employees shall sign such contracts, documents or instruments in writing that require their respective signatures. They shall and shall have the authority to perform all powers and duties incident to their respective offices and such other powers and duties as may from time-to-time be assigned to them by the Board.

4.4 Remuneration

The remuneration of all agents and employees shall be fixed by the Board by resolution.

5. PROTECTION OF DIRECTORS, AGENTS AND EMPLOYEES

5.1 Protection of Directors, Volunteers, Agents and Employees

No Director, volunteer, agent or employee of the VCC shall be liable for the acts, receipts, neglects or defaults of any other Director, volunteer, agent or employer or for any loss, damage or expense happening to the VCC through the insufficiency of deficiency of title to any property acquired by order of the Board for on behalf of the VCC, or for the insufficiency or deficiency or any security in or upon which any of the moneys of the VCC shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or corporation with whom any of the funds, securities or effects of the VCC shall be lodged or deposited, or for any loss occasioned by any error of judgement or oversight on said Director's part, or for any, loss, conversion, misapplication or misappropriation of or any damage resulting from any dealing with any funds, securities or other assets belonging to the VCC, or for any loss, damage or misfortune whatever that may happen in the execution of the duties of said Director's respective office or trust, or in relation there to, unless the same shall happen by or through said Director's own dishonesty or willful neglect or default.

5.2 Indemnification to Directors and Others

1. Every director or officer of the VCC or other person who has undertaken or is about to undertake any liability on behalf of the VCC or any corporation controlled by it and their heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the VCC, from and against:
 - (i) all costs, charges and expenses whatsoever which such director, officer or other person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against the director, officer or other person for or in respect of any act, deed matter or thing whatever, made, done or permitted by them, in or about the execution of the duties of such office or in respect of any such liability; and
 - (ii) all other costs, charges and expenses which the director, officer or other person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by their own willful neglect or default.
2. The VCC shall also indemnify any such person in such other circumstances as the law permits or requires. Nothing in this By-law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-law to the extent permitted by law.

5.3 Liability Insurance

1. The VCC shall purchase and maintain Commercial General Liability insurance for protection against possible negligence resulting in bodily injury to a third party or damage to their property. This insurance would preferably be provided as part of our membership benefits in OCA and included in the membership fees paid to OCA.
2. The VCC shall purchase and maintain Directors' and Officers' Liability insurance for the protection of the club, and/or its Directors, Officers, volunteers, or employees thereof against liability for their alleged "wrongful acts" as well as for the "wrongful acts" of agents of the VCC. It is understood that such insurance would not apply in the event of dishonest or willful acts. This insurance may be purchased as an optional benefit through our membership in the OCA.
3. The VCC shall purchase and maintain insurance as required by law or as the Board may from time to time determine necessary, including but not limited to, property insurance for the protection of the assets of the VCC.

5.4 Irregularities in Procedure

No act or proceeding of the Board or any Director or agent shall be invalid or ineffective by reason only of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the qualification of such Director, agent or the Board.

5.5 Directors and Agents Entitled to Rely on Reports of Others

The Board, any Director and any agent may rely upon the accuracy of any statement or report prepared by the VCC's auditor and any other report prepared by a qualified person and shall not be responsible or held liable for any loss or damage resulting from acting upon any statement or report.

6. FINANCES

6.1 Fiscal Year

Unless otherwise ordered by the Board, the fiscal year of the VCC shall terminate at midnight on the thirty-first (31) day of the month of December each calendar year.

6.2 Auditor

The members shall at each annual meeting appoint an auditor to hold office until the next annual meeting, and, if an appointment is not so made, the auditor in office shall continue in office until a successor is appointed. The Board may fill any vacancy in the office of auditor. The remuneration of such auditor shall be fixed by the Board. The auditor shall be given notice of the appointment forthwith after the appointment is made.

6.3 Signing Authority - Cheques, etc.

Any two Directors of the Board, or agents so appointed by the Board, may arrange, settle, balance and certify all books and accounts between the VCC and the VCC's bankers, and may receive all paid cheques and vouchers and sign all of the bank's forms or settlement of balances and release of verification slips. Notwithstanding the aforementioned, no person may authorize (sign) a cheque to which they are the recipient.

6.4 Deposit of Securities for Safekeeping

The securities of the VCC shall be deposited for safekeeping with one or more bankers, trust companies or other financial institutions to be selected by the Board. Any and all securities so deposited may be withdrawn from time-to-time only upon the written order of the VCC signed by such agent or officers, agent or agents of the VCC and in such manner as shall from time-to-time be determined by resolution of the Board and such authority may be general or confined to specific instances. The institutions that may be so selected as custodians by the Board shall be fully protected in acting in accordance with the directions of the Board and shall in no event be liable for the due application of the securities so withdrawn from deposit or proceeds thereof.

6.5 Borrowing

The Board may from time-to-time:

- a. borrow money on the credit of the VCC;
- b. issue, sell or pledge securities of the VCC; or
- c. charge, mortgage, hypothecate or pledge all or any of the real or personal property of the VCC including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the VCC

6.6 Investments

Such funds of the VCC not required for its immediate purposes may be invested and dealt with from time-to- time by the Board in such investments and in such manner as it thinks fit.

7. MEETINGS

7.1 Minutes of Meetings

The Board may, at its sole discretion, allow Members, upon reasonable request, to inspect the minutes of proceedings at meetings of the Board, in whole or in part, provided that at no time shall the Board be required to allow Members to inspect the minutes of in camera proceedings at meetings of the Board.

7.2 Meetings of the Board

7.2.1 Quorum

The number of Directors that need to be present at a Board Meeting for a quorum to be deemed is dependent on the current number of Board Members holding office. The quorum number is presented in Table 1.

Current Number of Board Members	Quorum
10	6
9	5
8	5
3	2

Table 1. Number Of Directors Required For A Quorum

7.2.2 Place of Meeting

A meeting of the Board may be held either at the head office or elsewhere within the Province of Ontario as determined by the Board.

7.2.3 Calling of Board Meetings and Notice

The President or any two (2) Directors may convene a meeting of the Board at any time. Notice of such meeting shall be given in accordance with paragraph 7.4.1 to each Director not less than seven (7) days before the meeting is to take place. No formal notice is required if all Directors are present at the meeting or those absent signify their consent in writing to the meeting being held in their absence. No notice is required for a meeting of the Board held immediately after Annual Meeting of Members, nor to a new meeting of the Board at which that Director is appointed.

7.2.4 Chairing of Board Meetings

The chair of any meeting of the Board shall be the President, if present, or the Vice-President otherwise. If neither the President nor the Vice-President is present at a meeting of the Board, the Directors shall move to appoint a chair from among the members of the VCC who are present.

7.2.5 Voting

Question arising at any meeting of the Board shall be decided by a majority of votes of those Directors present. In the case of a tied vote, the chair of the meeting may cast a deciding vote.

7.2.6 Meeting of the Executive Board Members (Committee)

The President is required to hold at least one meeting of the Executive Committee per year.

7.3 Meeting of Members

7.3.1 Annual Meeting

The annual meeting of the members shall be held at such time and on such day in each year as the Board may from time-to-time determine, for the purpose of hearing and receiving the reports and statements required by statute to be read at and laid before the membership at an annual meeting, electing Directors, appointing the auditor and fixing or authorizing the Board to fix the auditor's remuneration, and for the transaction of such other business as may properly be brought before the meeting.

7.3.2 General Meeting

The Board shall have power at any time to call a general meeting of the members of the VCC for the transaction of any business, the general nature of which is specified in the notice calling the meeting, to be held at such time and at such place within the Province of Ontario as determined by the Board. Members are entitled to call a general meeting of the members of the VCC if a request signed by no fewer than one tenth (10%) of the members is presented to the Board for such a meeting.

7.3.3 Notice

Notice of any Meeting of Members shall be given in accordance with paragraph 7.4.1 to each member not less than twenty-one days before the meeting is to take place. No formal notice shall be necessary if all members are present at the meeting or those absent waive notice or signify their consent in writing to the meeting being held in their absence.

7.3.4 Quorum

A quorum for the transaction of business at any Meeting of Members shall consist of not less than ten (10) members who are present in person. If a quorum has not yet been realized within half an hour after the time appointed for the meeting, the meeting shall not occur.

7.3.5 Voting of Members

Each member in good standing of the VCC shall at all annual and general meetings be entitled to one vote. No member shall be entitled to vote at any meeting unless all dues or fees have been paid. At all meetings, every question shall be decided by a majority of the votes of the members present in person unless otherwise required by the by-laws of the VCC or by law. Every question shall be decided in the first instance by a show of hands unless a poll is demanded by a member. Upon a show of hands, every member having voting rights shall have one vote, and unless a poll be demanded, a declaration of the chair of the meeting that a resolution has been carried or not carried and an entry to that effect in the minutes of the VCC shall be prima facie proof of the fact without proof of the number or proportion of the votes accorded in favour or against such resolution. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn the question shall be decided by a majority of votes given by the members present in person, and such poll shall be taken in such manner as the chair of the meeting shall direct and the result of such poll shall be deemed the decision of the meeting upon the matter in question. In case of an equality of votes at any meeting, whether upon a show of hands or at a poll, the motion shall be deemed to have been defeated and no one shall have a second or deciding vote.

7.4 Notices of Meetings

7.4.1 Methods of Giving Notice

Whenever under the provisions of the by-laws of the VCC, notice is required to be given, such notice may be given either personally or by email or by prepaid first class mail addressed to any Director or member at their latest address as shown in the records of the VCC, or if no address be given therein then to the last address of such member or director known to the Secretary; provided always that the notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto. In addition to the above notice, any official communications of the VCC, including notices and or documents, circulated generally or specifically to the members and directors, may be [deleted] posted on the VCC website and published in the VCC newsletter.

7.4.2 Computation of Time

In computing the date when notice must be given under any provisions requiring a specified number of days' notice of any meeting or other event, the date of the giving notice shall be excluded and the date of the meeting or other event shall be included. In making such computations, all Sundays, statutory holidays and other holidays shall be disregarded and treated as if they were regular week days.

7.4.3 Omissions and Errors

The accidental omission to give any notice to any Director, agent, member or other person or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

7.4.4 Waiver of Notice

Directors or members of a standing committee may waive any notice required to be given to them under any provision of any by-law or otherwise and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice.

8. COMMITTEES OF MEMBERS

8.1 Committee of Members

Committees of members may be established by one or more Directors of the VCC to assist in the fulfillment of specific club objectives, subject to approval of the Board. Committees of members may be comprised of members as well as specifically designated resource persons.

8.2 Standing Committees

Standing committees are committees of members appointed by the Board and who are responsible to the Board. Such committees may fulfill specific functions delegated to them on behalf of the VCC under resolution of the Board.

8.3 Duration of Mandate of Standing Committee

The duration of the mandate of standing committee will be set by the Board.

9. MISCELLANEOUS

9.1 Adjournments

Any Meeting of Members or of the Board or of any committee may be adjourned to any time and from time-to-time and such business may be transacted as such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of such adjournment. Such adjournment may be made notwithstanding that a quorum is not present.

9.2 Amendment of By-laws

The by-laws of the VCC may be repealed or amended by by-law enacted by a majority of the Directors at a meeting of the Board and sanctioned by an affirmative vote of at least two-thirds (66.7%) of the votes cast at a Meeting of Members duly called for the purpose of considering the said by-law or sanctioned by confirmation in writing by all of the members entitled to vote at such meeting.

9.3 Donations and Gifts

The Board may accept grants, donations and gifts in the name of the VCC and its members. Proper acknowledgement and recording of these grants, donations and gifts shall be the responsibility of the Treasurer.

9.4 Execution of Documents

Written contracts or other documents requiring the signature of the VCC shall be signed by any two signing officers, and once they have been so signed shall be binding on the VCC without further authorization or formality. The Board shall have the power by resolution to appoint any agent on behalf of the VCC to sign specific written contracts or other documents in view of this being signed by any two signing officers as aforesaid. Such contracts, documents or instruments shall have the prior approval of the Board. The corporate seal may be affixed to such contracts, documents and other instruments in writing that have been signed by any two signing officers as aforesaid or by any agent or any person appointed as aforesaid by resolution of the Board.