

The FA Charter Standard

Whitchurch Sports Junior Football Club

CLUB RULES



CHARTER STANDARD

1. Name

The Club shall be called (the "Club").

2. Objects

The Objects of the Club are -

- (a) to advance the amateur sport of association football.
- (b) to promote community participation in healthy recreation by providing facilities for playing association football (facilities means land, buildings, equipment and organising football activities).
- (c) to provide and assist in providing facilities for sport, recreation and other leisure time occupation of people who have need of such facilities because of their youth, age, infirmity or disablement, poverty or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving their conditions of life.
- (d) to advance the education of children and young people whether or not undergoing formal education.

3. Powers

In furtherance of the Objects but not otherwise the Club Committee shall have the following powers:

- (a) to raise funds and to invite and receive contributions.
- (b) to trade in the ordinary course of carrying out the Objects of the Club and carry on any other trade which is not a substantial and permanent trading activity and which is not expected to give rise to taxable profits.
- (c) to buy, take on lease or exchange, hire or otherwise acquire real or personal property necessary for the achievement of the Objects and to construct, maintain and alter buildings or erections.
- (d) to sell, lease or dispose of all or any part of the property of the Club.
- (e) to borrow money and to charge all or any part of the property of the Club with repayment of the money so borrowed subject to such consents as may be required by law.
- (f) to employ such staff (who shall not be members of the Club Committee) as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions for staff and their dependants.
- (g) to invest monies of the Club not immediately required for its purposes in such investments, securities or property as may be thought fit subject to any consents or conditions as may be required by law.
- (h) to incorporate subsidiary companies to carry on any trade.
- (i) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them.
- (j) to do all such other lawful things as are necessary for the achievement of the Objects.

4. Status of Rules

These Rules (the "Club Rules") form a binding agreement between each member of the Club.

5. Rules and Regulations

(a) So far as is consistent with the club's status as a charity the members of the Club shall so exercise their rights, powers and duties and shall, where appropriate, use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in accordance with the Rules and Regulation of The Football Association Limited ("The FA"), County Football Association to which the Club is affiliated ("Parent County Association") and Competitions in which the Club participates, for the time being in force.

(b) No alteration to the Club Rules shall be effective without written approval by the Parent County Association. The FA and the Parent County Association reserve the right to approve any proposed changes to the Club Rules.

(c) The Club will also abide by The FA's Safeguarding Children Policies and Procedures, Codes of Conduct and the Equal Opportunities and Anti-Discrimination Policy as shall be in place from time to time.

(d) Subject to the following provisions of this Rule the rules may be altered by a resolution passed by not less than two thirds present and voting at a general meeting. The notice of the general meeting must include notice of the resolution, setting out the terms of the alterations proposed.

(e) No amendment may be made which would have the effect of making the Club cease to be a charity at law.

(f) No amendment may be made to Rules 2, 13, 14 or this Rule without the prior consent in writing of the Charity Commission.

(g) The Club Committee shall send a copy of any resolution amending these Rules to the Charity Commission within 21 days of it being passed.

6. Club Membership

(a) The members of the Club from time to time shall be those persons listed in the register of members (the "Membership Register") which shall be maintained by the Club Secretary.

(b) Membership of the Club shall be open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However limitation of membership according to available facilities is allowable on a non-discriminatory basis.

(c) The Club may have different classes of membership on a non-discriminatory and fair basis.

(d) The Club Committee may refuse membership only where it would be contrary to best interests of the sport or the good conduct and interests of the Club. Appeal against refusal of membership may be made by notifying the Club Committee which shall put the matter to a general meeting for it to be decided by a majority vote of the members present and voting at such a meeting.

(e) Any person who wishes to become a member must apply on the Membership Application Form and deliver it to the Club. Membership shall become effective upon an applicant's name being entered in the Membership Register.

(f) In the event of a member's resignation or expulsion, his or her name shall be removed from the Membership Register.

(g) The FA and Parent County Association shall be given access to the Membership Register on demand.

7. Annual Membership Fee

(a) Membership fees and subscriptions for different classes of membership payable by each member shall be determined from time to time by the Club Committee and set at levels that will not preclude open membership of the Club. Any fees shall be payable on a successful application for membership and annually by each member. Fees shall not be repayable.

(b) The Club Committee shall have the authority to levy further subscriptions from the members as are reasonably necessary to fulfil the objects of the Club.

8. Resignation and Expulsion

(a) A member shall cease to be a member of the Club if, and from the date on which, he/she gives notice to the Club Committee of his or her resignation. A member whose annual membership fee or further subscription is more than two (2) months in arrears shall be deemed to have resigned his membership of the Club.

(b) The Club Committee shall have the power to remove a member from membership only for good cause such as conduct or character likely to bring the Club or sport into disrepute. An appeal against such a decision may be made to the members. A member shall have the right to make an oral representation to members or the Club Committee before any decision on removal.

(c) A member who resigns or is expelled shall not be entitled to claim any, or any share of, any, of the income and assets of the Club (the "Club Property").

9. Club Committee

(a) The Club Committee shall consist of at least three individuals and not more than ten and shall include the following Club Officers: Chairperson, Vice Chairperson, Treasurer, Secretary, Minutes Secretary and up to five (5) other members, all elected at an Annual General Meeting ("AGM").

(b) Each Club Officer and Club Committee Member shall hold office from the date of appointment until the next AGM unless otherwise resolved at an Extraordinary General Meeting ("EGM"). One person may hold no more than two (2) positions of Club Officer at any time. The Club Committee shall be responsible for the management of all the affairs of the Club. Decisions of the Club Committee shall be made by a simple majority of those attending the Club Committee meeting. The Chairperson of the Club Committee meeting shall have a casting vote in the event of a tie. Meetings of the Club Committee shall be chaired by the Club Chairman, or in their absence the Club Secretary. The quorum for the transaction of the business of the Club Committee shall be three (3).

(c) Decisions of the Club Committee shall be entered into the Minute Book of the Club to be maintained by the Club Secretary.

(d) Any member of the Club Committee may call a meeting of the Club Committee by giving not less than seven days' notice to all members of the Club Committee. The Club Committee shall hold not less than four (4) meetings per year.

(e) An outgoing member of the Club Committee may be re-elected. Any vacancy on the Club Committee which arises between AGMs shall be filled by a member proposed by one (1) and seconded by another one (1) of the remaining Club Committee members and approved by simple majority of the remaining Club Committee members.

(f) Save as provided for in the Rules and Regulations of The FA, the Parent County Association and any applicable Competition, the Club Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club Rules.

(g) The position of a Club Officer shall be vacated if such a person is subject to a decision of The FA that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.

(h) Club Committee members shall be indemnified out of the assets of the Club in relation to any liability properly incurred by him or her in that capacity. The Club will provide indemnity insurance to cover this risk.

10. Annual and Extraordinary General Meetings

(a) An AGM shall be held in each year to:

(i) Receive a report of the activities of the Club over the previous year; (ii) Receive a report of the Club's finances over the previous year;

(iii) Elect members of the Club Committee; and

(iv) Consider any other business.

(b) Nominations for election of members as Club Officers or as members of the Club Committee shall be made in writing by the proposer and seconder, both of whom must be existing members of the Club, to the Club Secretary not less than 21 days before the AGM. Notice of any resolution to be proposed at the AGM shall be given in writing to the Club Secretary not less than 21 days before the Meeting.

(c) An EGM may be called at any time by the Club Committee and shall be called within 21 days of the receipt by the Club Secretary of a requisition in writing, signed

by not less than five members, stating the purposes for which the Meeting is required and the resolutions proposed. Business at an EGM may be any business that may be transacted at an AGM.

(d) The Secretary shall send to each member at their last known address written notice of the date of a General Meeting (whether an AGM or an EGM) together with the resolutions to be proposed at least 14 days before the meeting.

(e) The quorum for a General Meeting shall be

(f) The Chairperson, or in their absence a member selected by the Club Committee, shall take the chair. Each member present shall have one vote and resolutions shall be passed by a simple majority. In the event of an equality of votes, the Chairperson of the Meeting shall have a casting vote.

(g) The Club Secretary, or in their absence a member of the Club Committee, shall enter the Minutes of General Meetings into the Minute Book of the Club.

11. Club Teams

At its first meeting following each AGM, the Club Committee shall appoint a Club member to be responsible for each of the Club's football teams. The appointed members shall be responsible for managing the affairs of the team. The appointed members shall present to the Club Committee at its last meeting prior to an AGM a written report of the activities of the team.

12. Club Finances

(a) A bank account shall be opened and maintained in the name of the Club (the "Club Account"). Designated account signatories shall be the Club Chairperson, the Club Secretary and the Club Treasurer. No sum shall be drawn from the Club Account except by cheque signed by two of the three designated signatories. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account.

(b) The Club Property shall be applied only in furtherance of the Objects of the Club. (c) The Club shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose, with reasonable accuracy, at any time, the financial position, including the assets and liabilities of the Club. The Club must retain its accounting records for a minimum of six (6) years.

(h) The Club shall prepare an annual "Financial Statement" in such format as shall be available from The FA from time to time. The Financial Statement shall be verified by an independent, appropriately qualified accountant and shall be approved by Members at a General Meeting. A copy of any Financial Statement shall, on demand, be forwarded to The FA.

(i) The Club Property, other than the Club Account, shall be vested in not less than two (2) and not more than four (4) custodians, one of whom shall be the Treasurer (the "Custodians"), who shall act as holding trustees and deal with the Club Property as directed by decisions of the Club Committee. Entry in the Minute Book shall be conclusive evidence of such a decision. The Custodians shall not be Custodian trustees within the meaning of the Public Trustee Act 1906.

j) The Custodians shall be appointed by the Club in a General Meeting and shall hold office until death or resignation unless removed by a resolution passed at a General Meeting.

(k) On their removal or resignation, a Custodian shall execute a Conveyance in such form as is published by The FA from time to time to a newly elected Custodian or the existing Custodians as directed by the Club Committee. The Club shall, on request, make a copy of any Conveyance available to The FA. On the death of a Custodian, any Club Property vested in them shall vest automatically in the surviving Custodians. If there is only one surviving Custodian, an EGM shall be convened as soon as possible to appoint another Custodian.

(l) The Custodians shall be entitled to an indemnity out of the Club Property for all expenses and other liabilities reasonably incurred by them in carrying out their duties.

13. Limitation of Private Benefit

Except as provided below no part of the income and property of the Club may be paid or transferred directly or indirectly, by way of distribution, bonus or otherwise by way of profit to the members of the Club including Club Committee members and no Club Committee member may receive any remuneration or other benefit in money, or money's worth from the Club. This shall not prevent any payment in good faith by the Club to a member or Club Committee member of -

- (a) any payments in his, her or its capacity as a beneficiary of the Club;
- (b) reasonable and proper remuneration for goods and services supplied to the Club except in relation to payment for playing for the Club's teams which is not permitted.
- (c) interest at a reasonable and proper rate on money lent to the Club.
- (d) any reasonable and proper rent for premises let to the Club.
- (e) the reimbursement of expenses properly incurred by him or her when acting on behalf of the Club.
- (f) reasonable and proper premiums in respect of indemnity insurance for members of the Club Committee.
- (g) a payment under the indemnity provision contained in Rule 9(h) above to a Club Committee member.

No Club Committee member shall take part in any decision or be present at any meeting at which payment to him or her under Rule 13 (a) to (e) or (g) is considered.

14. Dissolution

- (a) A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried by the majority of at least three-quarters of the members present.
- (b) The dissolution shall take effect from the date of the resolution and the members of the Club Committee shall be responsible for the winding up of the assets and liabilities of the Club.
- (c) Upon dissolution of the Club any assets remaining after the discharge of the proper debts and liabilities of the Club shall be given or transferred to a charity with similar purposes associated with the Football Association, a charitable football club, such other charitable institution or institutions having objects similar to the Club as the members of the Club may determine or failing that shall be applied to some other Charitable purpose.

