



## **WELLAND VALLEY FOOTBALL CLUB**

### **Constitution**

- Basis of Rules: These **Rules** are made by the **Charity** pursuant to Article 42 of the **Articles** and may be altered, added to or revoked by the **Charity** in general meeting.
- Interpretation: In these **Rules**, unless the context requires otherwise, the definitions and rules of interpretation set out in the **Articles** shall apply. Except where expressly permitted in the **Articles**, no rule or bye law shall be inconsistent with or shall affect or repeal anything contained in the **Articles** and in the event of any conflicting provisions the **Articles** shall prevail over these **Rules**. Subject to the **Articles** and these **Rules**, in the event of any ambiguity the **Committee** shall have the power to rule on the interpretation of these **Rules**.
- Name: The name of the **Charity** shall be Welland Valley Football Club.
- Aims: The **Charity's** purposes are set out in Article 3 of the **Articles**.
- Recognition: The **Charity** shall be affiliated to and shall operate under the **regulations** of the **Northamptonshire Football Association** and **the FA Respect Codes of Conduct**.
- Membership: **"Members"** shall be children between five and seventeen years and adults over eighteen years that are registered by the **Charity** with the leagues and competitions in which the **Charity** participates.
- "Adult Associate Members"** shall be the parents and/or legal guardians of members.
- Committee: The affairs of the **Charity** shall be administered by a board of trustees known as the **Committee** and will include the following:
- Chairperson
  - Vice-Chairperson
  - Secretary
  - Treasurer
  - Welfare Officer
  - Representative from each team that is part of the **Charity**

All the above will be elected to serve for a period of two years by the **Members** and **Associate Members**, unless by resignation or other reason, they serve a shorter term.

**Sub-Committees** may be formed for specific purposes, such as **Disciplinary Hearings, Social Events** and **Fund Raising**.

Team Management: Each team with registered players shall have a **Team Manager** appointed by the **Committee** after due scrutiny. The **Team Manager** shall be personally responsible for all playing kit and equipment in their custody. However the **Charity** does not wish the **Team Manager** to receive any personal financial loss, so they will not be required to sign for the equipment in their custody.

Team selection shall be a matter for the individual **Team Manager** only.

**Mini soccer:** In line with Chartered Standard recommendations, players will be rotated and have 50% of the playing time per match attended.

**Youth soccer:** Player selection is determined by the Team Manager and will be outlined by the Team Manager to parents and players at the beginning of each season.

Finance: The financial year shall run from 01 July to the 30 June.

The **Treasurer** shall be responsible for keeping a proper record of all monies received and paid out on behalf of the **Charity**.

Only **Committee Members** shall handle money or transactions on behalf of the **Charity** and each must provide a written monthly statement of **Income** and **Expenditure** to the **Treasurer**.

**Team Managers** are only authorised to purchase replacement equipment e.g. footballs, bibs etc. up to a limit of £30.00. All other purchases must be authorised by at least three other **Committee Members**.

All monies raised by or on behalf of the **Charity** must be accounted for via the **Treasurer** and through the Bank or Building Society account(s) in the name of the **Charity**.

The signatories of the Bank or the Building Society account(s) shall be the **Treasurer** and **two other persons** from the **Committee**. Any of the three signatories shall be empowered to lodge the monies in the account(s) and any two of the three shall have to sign cheques drawn on the Bank account(s) or authorised payment from the Building Society account(s).

Dissolution: A resolution to dissolve the **Charity** shall only be proposed at a **General Meeting** and shall be carried by a majority of at least three-quarters of the **Members** present.

The dissolution shall take effect from the date of the resolution and the the **Committee** shall be responsible for the winding up of the assets and liabilities of the **Charity**.

Any surplus assets remaining after the discharge of the debts and liabilities of the **Charity** shall be applied or transferred for one or more charitable purpose in accordance with the Articles.

Subscriptions: **Members** will pay a subscription to join the **Charity** and will pay on a monthly or yearly basis; the amount of these fees will be agreed by the **Committee**.

Refund will be at the discretion of the **Committee**.

The receipts from subscriptions and other sources of income will be used to pay affiliation and registration fees, insurance, running expenses, to purchase playing kit and equipment, and to fund the future development of the **Charity**.

Subscription monies should be paid to the **Treasurer** by the fourth Friday of each month. These should be accompanied by the appropriate accounting documentation. Any late payments to the **Treasurer** should be accompanied by written explanation.

Subscription fees should not be used by **Team Managers** for team specific social events or rewards without the prior approval of the **Committee**.

**Team Managers** and/or their delegates may arrange fund raising or sponsorship for a particular team, but the **Committee** reserves the right to levy a contribution to the **Charity** funds from any surplus income obtained from such fund raising or sponsorship.

Playing kit and Equipment:

All playing kit and equipment, whether purchased by or on behalf of the **Charity** or donated or sponsored, shall be the property of the **Charity** and not of individual teams, officials or members. The **Committee** shall, from time to time, make available for sale, loan or gift, any surplus kit or equipment as may be fit for use.

Trophies:

All trophies, shields or other honours won whilst playing for the **Charity** remain the property of the **Charity**, although they may be held by individual managers/teams until such time as they leave the **Charity**.

Insurance:

The **Charity** shall maintain in force, **Public Liability Insurance** to an adequate level and may purchase **Trustee Indemnity Insurance** in accordance with the Articles.

Injuries:

All injuries sustained whilst training or playing for the **Charity**, however minor, must be immediately reported to the player's parents or guardians. Parents, guardians and players shall be obliged to notify their **Team Manager** of any medical condition suffered by the player e.g. asthma, diabetes etc.

Powers of Committee:

The **Committee** shall be empowered to deal with any matter arising that is not specifically catered for herein. **Committee** decisions shall be final and binding.

Committee Meetings:

The **Committee** shall meet on the fourth Monday of each month or otherwise as directed by the **Chairperson**. (In the event of the **Chair**

and **Vice-Chair** being absent, then a person elected by the **Committee** shall preside).

**Committee** meetings shall be minuted, but all matters discussed at **Committee** shall be confidential and must so remain. Any items or decisions deemed to be of public interest or importance shall be made known by means of a newsletter or other written communication.

All teams should be represented at each **Committee** meeting and regular attendance at **Committee** meetings is obligatory.

**Emergency meetings** shall be called at the direction of the **Chair** to discuss urgent or unexpected matters as they arise.

Sub-Committee: **Sub-Committee Meetings** shall be called at the discretion of the **Sub-Committee Meetings Chair**, who shall also determine the quorum of such meetings.

Annual General Meeting:

The **Annual General Meeting** shall be held in July and at least 15 days' notice will be given in writing to all **Members** and **Officials** and the Charity's **auditor**. The purpose of the **Annual General Meeting** shall be for the **Members** to:

- receive reports on the previous year's business
- receive accounts of the previous year
- adopt the **Rules** and any proposed amendments
- elect the officials of the **Committee** for the forthcoming year
- ratify the appointed **Team Managers**

Any person wishing to:

- stand as an **Official** or **Team Managers** position
- join the **Committee**
- propose any amendment to these **Rules**
- raise any matter or discussion at the **Annual General Meeting**

must do so in writing; to be received by the **Secretary** at least two weeks prior to the date of the **Annual General Meeting**.

Payment of Fines: Any player, official or supporter of the **Charity** cautioned or dismissed from the field of play by a referee shall be liable to the **Charity** for payment in full of any fine or administration fee imposed by **Northamptonshire Football Association** or other governing body.

**Team Managers/or their Representatives** will be liable to the **Charity** for payment of any fines imposed by the **League(s)** for breaches of **League Rules** relative to their particular team, e.g. late or incorrect Result Sheets, breaking fixtures etc. However, they will be expected to manage their respective teams, so that there is minimal risk to the **Charity** of incurring any such fines. Any repeated incidents by an individual team, may result in the **Team Manager/or their Representative** to appear before the **Committee** and provide an explanation.

The name of any person owing kit or equipment to the **Charity** at the end of the year shall be reported to the **Northamptonshire Football Association**.

Disciplinary:

**Team Managers** shall be empowered to suspend or otherwise discipline any member in breach of **regulations** of the **Northamptonshire Football Association** and **the FA Respect Codes of Conduct** relating to conduct on or off the field of play and to non-attendance. **Team Managers** shall not have the power to expel **Members** from the **Charity**.

Non payment of monies owed or any other disciplinary matter shall be dealt with by the **Committee**, either as provided for above or by the appointment of a **Disciplinary Committee** to hear the evidence connected with the matter in hand.

All breaches of the **regulations** of the **Northamptonshire Football Association** and **the FA Respect Codes of Conduct**, by any **Member, Official** or **supporter** must be immediately notified verbally to the **Chair** or the **Secretary**, and subsequently in writing with corroboratory evidence.

Disciplinary  
Committee:

A **Disciplinary Committee** appointed to investigate a **Hearing** or disciplinary matter shall consist of the following:

- the **Chair or Vice-Chair**
- one other **Officer**
- three **Committee Members** not connected with the team(s) or person(s) involved in the matter under investigation.

The **Disciplinary Committee** shall report its findings to the **Committee** and shall be empowered to recommend suspension and expulsion from the **Charity** if deemed necessary.

Grievance:

Any person that has a **Grievance** against a **Procedure**, an **Official**, a **Member**, an associate member or supporter of the **Charity** has the right to have their **Grievance** heard by the **Committee**. They must submit the details in writing to the **Secretary**, if any action is felt necessary; it shall be dealt with in the same manner as a **Disciplinary Hearing**.

April 2013