

CLUB RULES/CONSTITUTION

1. NAME

The Club shall be called **Rayleigh FC.** (“The Club” there forward).

2. MISSION / OBJECTIVE

The primary aim of the Club is to provide opportunities and facilities that enable and promote active participation of Rayleigh and wider community in “grassroots” adult level football. Secondary to this will be to develop player ability in football which allows an avenue for individual and collective team (and Club) success defined in its widest form and as endorsed for by The Football Association (“The FA”).

3. SCOPE OF THE CONSITITUTION

- a) The constitution (the Club Rules) form a binding agreement between each member of the Club and the Club itself.
- b) Member is defined as all registered players, as well as regular volunteers including Committee Members (if not a parent/guardian).

4. RULES AND REGULATIONS

- a) The Club shall through its underlying membership to The FA have the status of an Affiliated Member Club of The FA. The Rules and Regulations of The FA, its designated County Association (The Essex FA), and any league or competition to which the Club is affiliated for the time being shall be incorporated into the Club Rules.
- b) The Club Rules must not contravene the Rules and Regulations of The FA, its designated County Association (The Essex FA), and any league or competition to which the Club is affiliated.
- c) The Club support and abide by The FA, its designated County Association (The Essex FA), and any league or competition Policies, Procedures, or Best Practice. This

includes not least limited to:

- i. Whistle-Blowing Policy
 - ii. Health & Safety Policy
 - iii. Equality and/or Discrimination Policy (“Kick-it-Out”)
 - iv. Codes of conduct for managers/coaches, officials
 - v. Social Media Policy
 - vi. FA Respect Programme
- d) If The Club does not have an explicitly documented policy or procedure, The FA Policies, Procedures, and Best Practice must apply in all instances.

5. CLUB MEMBERSHIP

- a) Membership of the club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, or of age or disability except as a necessary consequence of the requirements of football; as a particular sport.
- b) The Members Register shall be maintained by the Club Secretary. A record will also be held of all Committee members. Team officials (managers/coaches including helpers) will be identified to ensure these are recorded in The FA Whole Game System. Player records will also be held on The FA Whole Game System and league as appropriate.
- c) In the event of a member’s resignation or expulsion, his or her name shall be removed from the Membership Register.
- d) The FA and County Association have a right to access and audit the Membership Register on demand.
- e) The Club Committee may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the club or sport into disrepute. Appeal against such a decision may be made to 5 selected club members and decided by a majority vote.
- f) Registration fees will be recommended by the Treasurer after the yearly accounts have been produced. The Club reserves the right to increase the fees up to 5% of prior year. Any fee increase above this must be proposed to the Annual General

Meeting (AGM).

- g) Any fee increase will be submitted to the AGM to ensure members are informed,
- h) Registration fees must be paid in full when registering with the club. However, where there are special circumstances, a player may pay their registration agreeable instalments but only at the Treasurers discretion. The Treasurer and respective Team Manager have joint responsibility for recovering instalment payments.
- i) At the discretion of the Treasurer & Club Secretary the registration may be waived or reduced if deemed appropriate. For example, requests for reduced fee due to part season play. If agreement is not reached this will be escalated to The Club Committee.
- j) Refunding of registrations will be reviewed under the following circumstances:
 - i. Full Fee Refund Provision – A player has registered for a team but not played any (league) fixture, due to the team disbanding immediately before the new season commences, or serious injury/illness resulting in them not being able to commence the new season
 - ii. Partial Fee Refund Provision – A player incurs an injury during the season so that they are unable to play the remaining season fixtures will be refunded determined by league fixtures played. This provision will also be considered where a team is disbanded not of the players doing i.e. the manager quits, or a group of players voluntarily leave resulting, in both situations, the team folding; the remaining players will be considered for partial fee reimbursement (only during season).
 - iii. Half Fee Refund Provision – A player has played less than half a season (determined by either by fixtures played or notice given prior to league December break)
 - iv. No Fee Refund Provision – A player voluntarily of their own means or accord leaves a team of The Club to another Football Club.
 - v. No Fee Refund Provision – A player has played more than half a season (determined by either by fixtures played or notice given after 1st January of a season)

Note: In all instances concerning the refund of registrations The Club reserves the right to deduct a 25% administrative charge. If this is more than the calculated

outstanding fee no fee will be refunded. In all refund decisions the Treasurer, or delegated to The Club Committee decision is final.

- k) All kit must be returned and any outstanding fines must be paid by the player before a refund is given. Any fines can be deducted from the refund before being finalised.
- l) The Committee shall have the authority to levy further subscriptions from the members as are reasonably necessary to fulfil the objectives of the Club.
- m) The registration signing of a player to The Club will be for one season ending on 31st May.
- n) All potential new teams must be proposed in writing to the Club Committee who will agree or not agree to its formation, and provide supporting rationale or conditions.

6. 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 their resignation.
- b) The Club Committee shall have the power to expel a member when, in their opinion, it would not be in the interests of the Club for them to remain a member. Appeal against such a decision may be made to an independent panel of 5 selected club members and decided by a majority vote.
- c) All complaints should be made in writing to the Chairman or any other serving committee member, and reviewed at the next available Committee Meeting. Complaints involving safeguarding or welfare matters will be managed solely by the Club Welfare Officer, ensuring privacy and adherence to The FA safeguarding and welfare policies and procedures. The outcomes of all complaints will be communicated back to the respective stakeholders.
- d) A member who resigns or is expelled shall not be entitled to claim any, or a share of the Club Property.

7. CLUB COMMITTEE

Rayleigh FC. (September Committee 2019 version)

- a) The Club Committee shall consist of the following Club Officers:
 - i. Chairperson,
 - ii. Deputy Chairperson(s)
 - iii. Club Secretary(ies)
 - iv. Treasurer,
 - v. Welfare Officer
 - vi. plus, up to 10 other members, elected under discretion of the needs of the Club at an Annual General Meeting.

- 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 SGM.

- c) One person may hold no more than two positions within the Club Committee at any time.

- d) The Club Committee shall be responsible for the management of all the affairs of the Club.

- e) Decisions of the Club Committee shall be by a simple majority of those attending the Club Committee Meeting.

- f) 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 Chairperson or in their absence the Deputy Chairperson, or nominated person in the absence of both.

- g) The quorum for the Club Committee shall be:
 - i. Chair or Deputy
 - ii. Secretary or Treasurer
 - iii. Welfare Officer or Safeguarding Delegate
 - iv. Plus "One" other official

- h) Decisions of the Club Committee of meetings shall be entered into the Minute Book of the Club to be maintained by the Club Secretary.

- i) 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. It will

be the decision of the Chairperson to review this call and agree this or instead await for the subsequent agreed meeting.

- j) The Club Committee shall not hold less than four meetings a year.
- k) 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 and seconded by another of the remaining Club Committee members and approved by a simple majority of the remaining Club Committee members.
- l) Save as provided for in the Rules and Regulations of The FA and The County Association to which the Club is affiliated, the Club Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club Rules.

8. ANNUAL AND SPECIAL MEETING

- a) An Annual General Meeting (AGM) shall be held in each year to at a minimum:
 - i. Review Reports and/or key activities that summarises the year
 - ii. Sign off the audited Annual Accounts
 - iii. Elect new / Re-elect existing Committee Members
 - iv. Consider any other matters that relate to The Club
- 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 to the Club Secretary not less than 21 days before the meeting.
- c) A Special General Meeting (SGM) may be called at any time by the 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 SGM may be any business that may be transacted at an AGM.
- d) The Club Secretary shall provide written notice which includes any resolutions 14 days before the date of the AGM.

- e) The quorum for the AGM must mirror the Committee quorum.
- 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 advent 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 minutes of General Meetings into the Minute Book of the Club.

9. CLUB TEAMS

- a) As per adult football whilst no explicit maximum the Club will be guided by the rules of the leagues that Rayleigh FC apply to under adult league circumstances. This includes remit for signing on day as allowed by the league.
- b) All team managers/coaches must keep a written copy of games played; goals scored for each player not just for league submission but to present them in their written report.
- c) The Club Committee has final decision on selection of team managers/coaches and can refuse the manager or coach the right to operate for a Club team and The Club itself.
- d) All teams must have:
 - i. An in-date FA recognised first aid qualification covering the team*

*This is a minimum standard but The Club expectation is that both manager and coach to exceed this including FA Coaching qualification and Safeguarding.

- e) The Adult team must ensure their voice is represented at the meeting or otherwise.
- f) If a team incurs The FA (via County Association) or league fines the team must reimburse The Club (who pays in of their behalf). This includes fines related to all team officials, spectators, or players. The Club reserve the right to deduct these from referee fees, or if remaining unpaid at the end of current season to reserve the right

to not register the team for the subsequent season.

10. 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 Secretary and the Treasurer. No sum shall be drawn from the Club Account except by cheque signed by the two designated signatories. All monies payable to the club shall be received by the Treasurer and deposited in the Club Account.
- b) The Club also has a delegated social bank account administered by the social committee members. The social bank account has two designated signatories. The social account is a Club account and falls under ultimate accountability of the Treasurer.
- c) Both accounts must be reviewed independently by the Club Committee or delegate – not an account signatory, at least quarterly, and presented for review at the Committee meeting.
- d) The income and property of the club shall be applied solely towards promoting the club's objectives as set forth in this constitution and no portion thereof shall be paid or transferred, directly or indirectly, to the members of the Club.
- e) The Club Committee shall have the power to authorise the payment remuneration and expenses to any member of the Club and to any other person or persons for services rendered to the Club except for playing.
- f) The Club shall prepare an annual financial statement on an annual basis and available on request for all required stakeholders including members, and The FA, County Associations, and associated local leagues.
- g) The Club Property, other than the Club Account, shall be vested in not less than two and no more than four Custodians (allocated and approved by AGM and Club Committee simultaneously), one of whom shall be the Treasurer, who shall deal with the Club Property as directed by decisions of the Club Committee and entry in the minute book shall be conclusive evidence of such decision.
- h) The Custodians shall be appointed by the Club in AGM and shall hold office until

death or resignation unless removed by a resolution passed at a AGM.

- i) 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. 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 SGM shall be convened as soon as possible to appoint another Custodian.
- j) The Custodians shall be entitled to an indemnity out of the Club Property for all expenses and other liabilities reasonably occurred by them in carrying out their duties.

11. DISSOLUTION

- a) A resolution to dissolve the Club shall only be proposed at an AGM and shall be carried out by a 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) Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to the parent County Association for use by them for Football related activity that must be localised to Rayleigh Town.

Rayleigh FC. (September Committee 2019 version)

Rayleigh Boys & Girls Youth FC / Rayleigh FC

Meeting Date.....

Signed..... **Position**..... Chairperson.....

Date.....

Signed..... **Position**..... Secretary.....

Date.....

Signed..... **Position**..... Club Treasurer.....

Date.....

This constitution was presented to the Club AGM on

Date.....

Notarised by

Witness.....**Signed**.....