

**CHORLEY WANDERERS FOOTBALL CLUB**

**CONSTITUTION, RULES & POLICIES**



## 1. NAME

The club shall be called Chorley Wanderers JFC (*CWJFC, the “club”*).

### *CWJFC Additional Statement*

*The club shall be affiliated to the LANCASHIRE COUNTY FOOTBALL ASSOCIATION (LFA) and the Clubs name and particulars shall be returned annually by the appointed date to the LFA with whom they will be affiliated.*

## 2. OBJECTS

The objects of the Club shall be to provide facilities, promote the game of Association Football, to arrange matches and social activities for its members, and community participation in the same.

We will 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 economical circumstances or for the public at large in the interests of social welfare and with the object of improving their conditions of life.

We will advance the education of children and young people whether or not undergoing formal education through footballing and general club activities.

### *CWJFC Additional Statement*

*The club shall operate on a non-profit making basis, under the rules and conditions of the Football Association at all age groups through the help of qualified coaches & assistants from U7 through to U21.*

*The ethos of the club is to generate and maintain an environment where young players can develop, both as footballers and as people in friendly supportive surroundings no matter their ability or background. It will be operated as community club for the benefit of all who wish to be members but in particular those in Chorley and its surrounding areas.*

*While it is accepted that the pursuit of success becomes increasingly important as children mature this will grow from a foundation of individual player development, enjoyment, fair play and the fostering of team spirit rather than simply being winners (re. appendix 1: Club Ethos).*

## 3. STATUS OF RULES

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

#### 4. RULES AND REGULATIONS

(a) So far as is consistent with the clubs 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 provisions of this rule the rules maybe altered by a resolution of not less than two thirds present and voting at a general meeting. The notice of the general meeting must include notice of 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.

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

(f) The club committee shall send a copy of any resolution amending these rules to the Charity Commission within 21 days of it being passed.

#### 5. 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 a non application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other believes. 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. Membership shall become effective upon an applicant's name being entered in the Membership Register.

(d) Any person who wishes to be a member must apply on the Membership Application Form and deliver it to the Club. Election to membership shall be at the discretion of the Club Committee and granted in accordance with the anti discrimination and equality policies which are in place from time to time.

(e) The club committee may refuse membership only where it would be contrary to best interest of the sport or the good conduct and interests of the club. An appeal against refusal may be made to the Club Committee in writing in accordance with the Complaints Procedure in place from time to time.

(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.

#### *CWJFC Additional Statement*

*Committee members, managers and assistant managers of each team have voting rights at the clubs AGM or Special General Meetings (SGM) when called.*

### **6. ANNUAL MEMBERSHIP FEE**

(a) An annual fee payable by each member shall be determined from time to time by the Club Committee and set at a level that will not pose a significant obstacle to community participation. Any fee 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.

#### *CWJFC Additional Statement*

*The amount payable by the players for the initial signing on fee, monthly membership subscription and weekly match day playing subscription shall be decided by the committee prior to signing on night and confirmed at the A.G.M. prior to the start of the new season.*

### **7. 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 / 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.

(b) The Club Committee shall have the power to expel a member when, in its opinion, it would not be in the interests of the club for them to remain a member e.g. such as mis conduct or character likely to bring the club or sport into disrepute. An appeal against such a decision may be made to the Club Committee in accordance with the Complaints Procedure in force from time to time.

(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").

## 8. CLUB COMMITTEE

(a) The Club Committee shall consist of 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 be the club chairman or nominated deputy in his absence.*

The quorum for the transaction of the business of the Club Committee shall be *two thirds of the full committee (e.g. 6/9).*

(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 risk.

#### *CWJFC Additional Statement*

*The management committee of the club shall be:*

- 1. Chairman*
- 2. Vice Chairman*
- 3. Club Secretary*
- 4. Child Welfare Officer*
- 5. Treasurer*
- 6. Minutes Secretary*
- 7. Development Officer*
- 8. Parent Rep*
- 9. Public Relations and Media Officer*

*Sub committees maybe established as identified by the club management committee.*

#### **9. 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 benefits.
- (c) to buy, take on lease or exchange, hire or otherwise acquire real or personal property necessary for the achievement of the Objets 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 part of the property of the Club with repayment of the money so borrowed subject to such consents as maybe required by law.

- (f) to employ such staff (who shall not be members of the Club Committee) as are necessary for the proper pursuits of the Objects and to make all reasonable and necessary provisions 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) 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 advise with them.
- (j) to do all such other lawful things as are necessary for the achievement of the Objects.

#### **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 *two thirds of the committee in post prior to the AGM*.
- (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.

#### *CWJFC Additional Statement*

*This shall be held after the finish of the playing season and not later than the start of the new playing season.*

*The agenda shall be:*

- *Apologies.*
- *Minutes of the last General Meeting.*
- *Matters arising.*
- *Chair's address.*
- *Secretary's Report.*
- *Treasurer's Report and Budget Proposal.*
- *Additional Officer Reports As Applicable.*
- *Confirmation of membership fees for the new season.*
- *New Proposals of Committee of which notice shall be given.*
- *Election of Committee Members.*
- *Alteration of Rules, if any (of which notice will be given).*
- *Other business of which due notice shall be given.*
- *Date for next AGM.*
- *Date of first managers meeting.*

*A copy of the balance sheet, statement of Accounts, Agenda and Officer reports shall be made available prior to the meeting to those having confirmed attendance.*

*The club shall use email as the preferred method of communicating notice.*

## **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. The distribution of profits or proceedings arising from the sale of Club Property to members is prohibited.

(c) The Club Committee shall have the power to authorise the payment of remuneration and expenses to any member of the Club (although a Club shall not remunerate a member for playing) and to any other person or persons for services rendered to the Club.

(d) The Club may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, away match expenses, post-match refreshments and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002. THE FA CHARTER STANDARD CLUB RULES

(e) The Club may also in connection with the sports purposes of the Club:

- (i) sell and supply food, drink and related sports clothing and equipment;
- (ii) employ members (although not for playing) and remunerate them for providing goods and services, on fair terms set by the Club Committee without the person concerned being present;
- (iii) pay for reasonable hospitality for visiting teams and guests; and
- (iv) indemnify the Club Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets).

(f) 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.

(g) 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.

(h) 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 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 a decision.

(i) 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.

(j) 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.

(k) 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.

#### *CWJFC Additional Statement*

*The financial year to be reported on will be July 1<sup>st</sup> – June 30<sup>th</sup> such that club presentation night is accounted for within the relevant playing season.*

*The committee must approve all expenditure on behalf of the Club. It will set an annual playing budget and present this at the AGM. Expenditure not listed on the budget or outside of the approved budget amount set should be approved by the committee.*

*Teams are encouraged to fund raise for special team purchases that may not sit within the approved budget. The team manager should seek approval for the activity and items to be purchased. Funds raised should be paid to the Treasurer and purchases made as above by the issue of a club cheque to accurately account for all club associated funds in accordance with good accounting practise.*

*An advise sheet should be used by managers to notify the Treasurer of cash (e.g. match day subscriptions) paid into the club account and expenditure (e.g. referees). This should be as required but as a minimum bi-monthly.*

### **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 oney, 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 Clubs 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 8 (h) above to a Club Committee member

No Club Committee member shall take part 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) Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to another Club, a Competition, the Parent County Association or The FA for use by them related to community sports.

## **CWJFC Additional Policies**

### **CHILD PROTECTION**

*All those associated with the club shall abide by the F.A. guidelines on child protection as described in the F.A. document "Child Protection Procedures & Practices handbook". The key principals of the F.A. policy are:-*

- *The child's welfare is, and must always be, the paramount consideration.*
- *All children and young people have a right to be protected from abuse regardless of their age, gender, disability, culture, language, racial origin, religious beliefs or sexual identity.*
- *All suspicions and allegations of abuse will be taken seriously and responded to swiftly and appropriately. Any such instances shall be reported to the club child protection officer.*

### **EQUAL OPPORTUNITIES POLICY**

*We as a club are committed to a policy of equal treatment of all members and players and require all to abide and adhere to this general principle and the requirements of the Codes of Practice issued by the Equal Opportunities Commission and Commission for Racial Equality.*

*All members are expected to abide by the requirements of the Race Relations Act 1976, Sex Discrimination Act 1986 and Disability Discrimination Act 1995. Specifically discrimination is prohibited by:*

- *Treating any individual on grounds of gender, colour, marital status, race, nationality or ethnic or national origin, religion, sexual orientation or disability less favourably than others*
- *Expecting an individual solely on the grounds stated above to comply with requirement's for any reason whatsoever related to their membership, which are different from the requirements for others.*
- *Imposing on an individual, requirements which are in effect more onerous on that individual than they are on others. For example, this would include applying a condition which makes it more difficult for members of a particular race or sex to comply than others not of that race or sex.*
- *Victimisation of an individual.*
- *Harassment of an individual, by virtue of discrimination.*
- *Any other act or omission of an act, which has as its effect the disadvantaging of member against another, or others, purely on the above grounds. Thus, in all the Club's recruitment, selection, promotion and training processes, as well as disciplinary matters, it is essential that*

*merit, experience, skills and temperament are considered as objectively as possible.*

*Chorley Wanderers J.F.C commits itself to the immediate investigation of any claims of discrimination on the above grounds and where such is found to be the case, a requirement that the practice cease forthwith, restitution of damage or loss (if necessary) and to the investigation of any member accused of discrimination. Any member found guilty of discrimination will be instructed to desist forthwith. Since discrimination in its many forms is against the Football Club's policy, any members offending will be dealt with under the disciplinary procedure. The Football Club commits itself to the disabled person whenever possible and will treat such members, in aspects of their recruitment and membership, in exactly the same manner as other members. The difficulties of their disablement permitting assistance will be given, wherever possible to ensure that disabled members are helped in gaining access. Appropriate training will be made to such members who request it.*

#### **MISCONDUCT / COMPLAINTS**

*The club will adhere to all disciplinary procedures set by the relevant county associations and leagues to which the club belongs and all members and players are expected to sign up to and uphold the FA Respect Charter (appendix 3 - 4)*

*In addition the club will run its own internal procedures and the management committee shall have the power to deal with any matters of misconduct which are not provided for in these rules.(ref. appendix 5)*

#### **PRESENTATION AND SOCIAL EVENTS**

*Each team will be expected to support all social or presentation events organised by the Club.*

*Each season the social committee shall propose fundraising schemes for acceptance by the committee and teams. Any schemes accepted by the teams will be put into operation and each team will be expected to fully support the scheme.*