

Kidlington Football Club Constitution/Rules

1 Name

The club shall be called Kidlington Football Club the colours to be Green and White the home ground shall be Yarnton Road Kidlington OX5 1AT. The Club is a Charitable Incorporated Organisation (CIO) and is registered with the Charity Commission. Registered Charity No 1164325

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 football, 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 form a wholly owned subsidiary business (KFC 2014) that will manage and administer the bar. The business to be represented by "The Premises Committee" who will run a trading bank account in the name of KFC Bar Account.
 - (b) KFC 2014 shall be registered for VAT and make payments to its employees by PAYE. It shall produce interim management accounts for the General Committee and a Annual Profit and Loss account for the Trustees and members of KFC
 - (c) The Premises Committee shall nominate a Bar Manager who will have responsibility for the day to day running of the business.
 - (d) All profits after expenditure shall be transferred to KFC Account
- (3.1) 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.
- (3.2) 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.
- (3.3) To sell, lease or dispose of all or any part of the property of the Club.

(3.4) 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.

(3.5) 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.

(3.6) 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.

(3.7) To incorporate subsidiary companies to carry on any trade.

(3.8) 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.

(3.9) 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 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 Football Association who 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 or the FA.

(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.

(h) A up to date copy of the clubs rules and all relevant official policy documentation can be viewed on the Club Website. A paper copy can be requested from the Secretary.

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. There are two classes of membership:-

Playing (all senior, youth and female) players who has signed a registration form to play in one of the Clubs recognized Football teams shall be added to the Membership Register and will abide by those rules of Membership. A player who terminates their playing memberships likewise terminates his/her club membership.

Non Playing to include:- Trustees, General Committee, Premises Committee, Ex Officio, Team Managers, Coaching & Medical Staff, Volunteers and all Helpers.

(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 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.

(d) Any person who wishes to become a member must apply to a senior club representative, their name and address shall be recorded in the Club membership book. At this point they shall be considered as a Guest of KFC full membership will be agreed by the Secretary within a two week period.

(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.

(h) Membership shall consist of Non Playing Members and Playing Members as follows; Life Members, Vice Presidents, Committee Members will be deemed as Members.

(i) The General Committee shall have the power to appoint Honorary Membership to the Club

(j) Life members, Vice Presidents, Committee Members and Playing Members may be elected to hold a position on the General Committee. No more than 2 (two) playing members will be elected to the General Committee at any one time.

(k) At Annual General Meetings and Extraordinary General Meetings only adult members (above the age of 18) will have voting rights

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 / 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 share of, any, of the income and assets of the Club (the "Club Property").

9 Club Committee

(a) The Club Committee shall consist of the following Club Officers: Chairperson, Vice Chairperson, Treasurer, Secretary or Minutes Secretary, Bar Manager and up to five other members, elected at an Annual General Meeting.

(b) Each Club Officer and Club Committee Member shall be older than 18 and hold office from the date of appointment until the next Annual General Meeting ("AGM") unless otherwise resolved at an Extraordinary General Meeting ("EGM"). One person may hold no more than two 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 or in their absence a nomination on the night. The quorum for the transaction of business of the Club Committee shall be three.

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

(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.

(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 meetings a year.

(e) An outgoing member of the Club Committee may be re-elected. Any vacancy on the Club Committee which arises between Annual General Meetings 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.

(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 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.

10 Trustees

Four Trustees shall be elected by the General Committee to manage the affairs of the Charity and report to the Charity Commission.

Trustees are responsible for setting policy, objectives and nominating future club officers. All nominations or proposals presented by the Trustees must be passed by the General Committee.

Trustees shall be elected at an AGM and shall serve for a period of one year, and must be re-elected at the next AGM or hold a term contract. Trustees will not receive any remuneration while in office.

11 Annual and Extraordinary General Meetings

(a) An AGM shall be held in June of 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 the Trustees and General Committee
- (iv) Consider any other business.

(b) Nominations for election of members as Club Officers or as members of the General 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 either send to each member at their last known address written notice of the date of a General Meeting or place a written notification of such a meeting on the Clubs notice board, (whether an AGM or an EGM) together with the resolutions to be proposed at least 14 days before the meeting. In addition notification of either an AGM or EGM shall be posted on the Clubs website

(e) The quorum for a General Meeting shall be eight members

(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 General Committee, shall enter Minutes of General Meetings into the Minute Book of the Club. 10 Club Teams At its first meeting following each AGM the General 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 General 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 Treasurer. No sum shall be drawn from the Club Account except by Cheque or transfer 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 Wholly owned Subsidiary KFC 2014 shall have a trading account in the name of KFC Bar Account shall be set up to manage the income and expenditure of the Bar. There will be three independent signatories with any two from three for cheque payments. Payments to suppliers may be made via a Debit Card under the authorization of one of the agreed signatories. The management of this account is to be via internet banking.

(c) The Club Property shall be applied only in furtherance of the objects of the Club. The distribution of profits or proceeds arising from the sale of Club Property to members is prohibited. This is a not for profit football club.

(d) The Club Committee shall have the power to authorise the payment of remuneration and expenses to any member of the Club as determined by written contracts or agreements for predetermined services. No member will be incentivized to receive any payment with reference to purchases of Alcohol by the club.

That no member will be allowed to make any pecuniary benefit from the supply of alcohol by or on behalf of the club to its members or guests apart from:-

- i) Any benefit accruing to the club as a whole
- ii) Any benefit which a person derives indirectly by reason of supply giving rise or contributing to a general gain from the carrying on of the club.

(e) The Club may provide sporting and related 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.

(f) 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, via its Club Shop.
- (iii) Pay for reasonable hospitality for visiting teams and guests
- (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).

(g) 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 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 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 and no more than four Trustees, these will be deemed as the Custodians of the club, 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.

(j) The Custodians shall be appointed by the General Meeting and shall hold office for a period 12 months unless removed by a resolution passed at an EGM.

(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.

(m) The Football Club is to indemnify all Directors and Committee members, both past and present, or its subsidiaries, against any personal financial liability, according to UK law.

13 Sale of Alcohol

The Premises Committee will apply for a Club Premises Certificate and obey and enforce the terms and conditions of the Licensing Act 2003. As a qualifying club the Premises Certificate will allow them to offer the activities as stated within their application. A copy of the Club Premises Certificate will be displayed on the Clubs Notice Board.

The Club Premises Certificate will incorporate the following:-

- a) The Licensable Activities including Times when the Sale of Alcohol is permissible.
- b) Non standard Timings Seasonal Variations and options on Indoors or Outdoors.
- c) Indoor Sporting Events, Performance of Live Music, Playing of Recorded Music, and Performance of Dance shall be the agreed activities.
- d) The Club and its members will enforce all four Licensing Objectives as per its Club Premises Certificate.
- e) The purchase of alcohol for the Club and the supply of alcohol by the club is under the control of the committee appointed by the members, these committee members to be above the age of 18.

14. 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.

15 Dissolution

- a) A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried 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) Trustees of the Club cannot own the assets and likewise are not financially responsible for the Clubs liabilities.
- d) Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to a Charity with similar purposes associated with the County Association or The FA for use by them for related community sports