

# BENFLEET FOOTBALL CLUB

## CLUB CONSTITUTION



### 1. Name

The name of the football club is Benfleet Football Club and Benfleet Youth Football Club and both shall be affiliated to the Essex County Football Association (Essex FA).

### 2. Purposes

The purposes of the Club shall be to provide access to and promote participation in community football in the local area.

### 3. Status of Rules

The Club asks members to adhere to both the Club Constitution (updated herewith) and the FA Code of Conduct for Grassroots Football (where applicable).

### 4. Rules & Regulations

(A) The Club shall be properly constituted according to Essex FA rules to whom the Club is affiliated.

(B) The Club shall enforce the FA Child Protection Policy; The FA Code of Conduct for Grassroots Football and the FA Equality Policy.

### 5. Membership

(A) Membership of the Club shall be open to any person 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.

(B) The Club may if it so chooses to do so have different classes of membership and subscription on a non-discriminatory and fair basis. The Club will maintain subscription charges at levels that do not pose a significant obstacle to participation.

(C) The Committee may refuse or revoke membership where it deems it necessary to do so only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal or revocation may be made to any member of the Committee in writing for consideration by the Committee.

(D) Any person who wishes to be a member must apply via the Club Application Form and deliver it to the Club. Admission to membership shall be at the sole discretion of the Committee notwithstanding clause 6B. Membership shall become effective upon acceptance and receipt of payment.

(E) Any supporting documents required for membership should be provided at the time of application.

(F) In the event of a member's resignation or revocation of membership, registration and associated rights will remain with the Club until all issued kit and equipment is returned, and all outstanding fees have been satisfied.

(G) All member information shall be maintained and stored centrally.

(H) The Football Association and Essex FA shall be given access to the database of member information on demand.

(I) The reputation of the Club shall be upheld at all times by its members. All members, players and their parents/guardians should abide by the FA rules and regulations including those specifically set out in Clause 4B.

(J) The Club shall supply a full kit to its members (excluding football boots and shin protection), which remains the property of the Club. Any item that is lost must be replaced by the member.

(K) Club Members may not take part in matches or train with/for alternative clubs during the playing season, without prior consent of their Team Manager or a member of the Committee. However all school activities, including football related events, take precedence over any of those arranged by the Club.

(L) The Club will not be held responsible for any loss of personal items or injury whilst training or playing for the Club. Any private insurance for such matters are the responsible of individual club members.

(M) Training facilities will be supplied as available. Team Managers will provide details of times and venues.

(N) All Club Members must inform their Team Manager if they cannot attend training or a match they were due participate in due to unforeseen circumstances, as soon as possible.

(O) Any Club Member who is fined, by either their respective league, the Essex FA, the Football Association, or any other applicable governing body shall be personally liable for the entire payment to the respective body and such obligations if unmet may prohibit release of registration and associated rights as set out in clause 6F.

## **6. Executive Committee**

(A) Subject to this Club Constitution the Executive Committee (the Committee) shall have responsibility for the management of the Club, its funds, property and affairs.

(B) The Committee shall comprise of at least three and not more than ten members, including at least a Club Chairperson, Club Secretary and Club Treasurer.

(C) To join the Committee an existing member must be proposed by an existing member of the Committee and subsequently elected by a simple majority of existing members of the Committee with exception to Clause 6D.

(D) Those positions most critical to the running of the Club which are Club Chairperson, Club Secretary and Club Treasurer must also be proposed and approved by a simple majority of Trustees. Any person seeking to take one of these positions must have been on the Committee for a minimum term of three years. Exceptions to this rule are only permissible where agreed by a simple majority of Trustees.

(E) The Committee members may co-opt club members (up to the maximum permitted number) to serve until the end of the next AGM.

(F) Any Committee member may be re-co-opted without limit.

(G) There is no requirement for existing members of the Committee to be re-elected into their positions at any point during their tenure unless challenged in writing at least fourteen days prior to the Annual General Meeting by another member of the Committee.

(H) Clause 6G applies only to members of the Club Committee and not to Trustees of the Club.

(I) There is no maximum term for existing members of the Committee.

(J) A member of the Committee ceases to be such if he or she ceases to be a member of the Club, resigns by written notice, or is removed by the Committee for good cause after the member concerned has been given the opportunity of putting his/her case to

the Committee and following the opportunity to appeal to the Committee, or is removed by club members at a General Meeting. The Committee shall fairly decide time limits and formalities for these steps.

(K) Existing members of the Committee may only be removed from their positions for good cause in the event of a unanimous vote in favour of removal from all present members of the Committee at a General Meeting.

(L) In the event of dispute or failure to secure an appropriate majority as set out in Clause 6J and Clause 6K where it is felt further consideration is required this may be escalated for consideration by the Trustees of the Club.

(M) The Committee may delegate any of their functions to sub-committees but must specify the scope of its activity and powers; the extent to which it can commit the funds of the Club; its membership; and its duty to report back to the Committee. The Committee may wind up any sub-committee at any time or to change its mandate and operating terms.

## **7. Committee Powers**

The Benfleet Football Club Executive Committee (the Committee) has the power to:

(A) Acquire and provide grounds, equipment, coaching, training and playing facilities, clubhouse, transport, medical and related facilities;

(B) Provide coaching, training, medical treatment, and related social and other facilities;

(C) Take out any insurance for club, employees, contractors, players, guests and third parties;

(D) Raise funds by appeals, subscriptions, loans and charges;

(E) Open bank accounts and borrow money and give security for the same;

(F) Buy, lease or licence property and sell, let or otherwise dispose of the same;

(G) Make grants and loans, give guarantees and provide other benefits;

(H) Set aside funds for special purposes or as reserves;

(I) Invest funds in any lawful manner;

(J) Employ and engage staff and others and provide services;

(K) Co-operate with or affiliate to firstly any bodies regulating or organising the Sport and secondly any club or body involved with it and thirdly with government and related agencies;

(L) Do all other things reasonably necessary to advance the purposes of the Club.

Note: none of the above powers may be used for any purpose other than to advance the purposes and prosperity of the Club in accordance with the rules set out in this document, those set out by governing bodies and UK law.

## **8. Committee Meetings**

(A) At least two members must be present for the meeting to be valid.

(B) Committee meetings shall be held face-to-face wherever possible.

(C) The Club President, Club Chairperson, Club Vice Chairperson or another member of the Committee with the expressed delegated authority of the Club President, Club Chairperson or Club Vice Chairperson shall chair the meeting.

(D) Decisions shall be made by simple majority of those voting.

(E) A resolution expressly agreed in writing by every responding Committee member within the set timeframe (no less than 21 days) shall be valid without the need for a meeting.

## **9. Annual General Meeting**

(A) An Annual General Meeting (AGM) shall be held once annually on a date at the discretion of Trustees of the Club.

(B) Minutes of the meeting shall be documented, shared and agreed by a simple majority of all members of the Committee present at the AGM.

(C) There shall be a minimum of three members of the Committee present to constitute a valid AGM.

(D) Formalities in connection with General Meetings (such submission of resolutions) shall be decided by the Committee and publicised to members.

## **10. Extraordinary General Meeting**

An Extraordinary General Meeting (EGM) may be called by the Club Chairperson, Club Vice Chairperson, Club Secretary, Club Treasurer or a Trustee of the Club with not less than 21 days written notice to all members of the Committee.

## **11. Trustees of the Club**

(A) There must be no less than two and no more than four Trustees of the Club.

(B) Trustees of the Club assume the ultimate responsibility for decision making in the event of escalated matters arising from the Committee or in the absence of a functioning Committee of at least three elected members.

(C) Decisions may be made by the Trustees through means of a simple majority vote.

(D) Where a matter requiring a decision cannot be made through means of a simple majority vote and further means of resolution prove unsuccessful the matter should be referred to the UK Sport Dispute Resolution Panel (or equivalent).

(E) Trustees of the Club shall have the ability to revoke membership of the Club or of the Committee subject to a majority vote by Trustees of the Club.

(F) Trustees of the Club shall have the ability to veto any resolutions carried by the Committee, any sub-committee or agreed through any other mechanism of governance, subject to a majority vote by Trustees of the Club.

(G) In the event Trustees of the Club exercise the right to veto a resolution carried by the Committee, any sub-committee or agreed through any other mechanism of governance, this is binding on the Committee and the Club.

(H) There is no time limit in relation to any resolution passed by the Committee, any sub-committee or agreed through any other mechanism of governance, for Trustees of the Club to exercise the right to veto.

(I) Trustees of the Club shall have the ability to propose resolutions which are binding on the Club subject to a majority vote by Trustees of the Club in favour of the motion.

(J) Resolutions passed by a majority vote in favour of all Trustees of the Club are binding on the Committee and the Club.

(K) To add additional Trustee(s) the person must be recommended by an existing Trustee and elected unanimously by all existing Trustees of the Club.

(L) Additional Trustee(s) after election and prior to taking up the position must be added to the leasehold title with Castle Point Borough Council.

(M) In the event of incapacity of an existing Trustee the remaining Trustee(s) may decide unanimously to remove the existing Trustee from his or her position.

(N) Existing Trustees shall only be removed in the event of resignation, incapacity in accordance with Clause 11M or death.

(O) There is no maximum term for Trustees of the Club or requirement for re-election.

## **12. Property**

(A) The property and funds of the Club cannot be used for the direct or indirect private benefit of members with all surplus income or profits are reinvested in the club.

(B) 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.

(C) The Club may also in connection with the purposes of the Club sell and supply food, drink and related sports clothing and equipment; employ members on fair terms set by the Committee; pay for reasonable hospitality for visiting teams and guests; indemnify the 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.

## **13. Annual Accounts**

Annual club reports and statements of account must be made available for inspection by any member, and all club records may be inspected by any Committee member.

## **14. Gift Aid**

Benfleet Football Club is a registered Community Amateur Sports Club (CASC) with HMRC and as such can claim Gift Aid on donations made to the club.

## **15. Expenses**

(A) The Committee shall have the power to authorise the payment of reasonable expenses to any member of the Club.

(B) The committee shall have the power to authorise remuneration payments to any member of the Club or any other person or persons for services rendered to the Club.

## **16. Amendments**

(A) This Constitution may be amended at any Committee meeting subject to a majority of two-thirds of the votes cast in favour of the amendment(s) but not in any event to alter the Club's purposes or winding up provisions as set out in this document.

(B) Any proposed amendments agreed by the Committee are subject to the provisions set out in Section 11 of this Constitution.

## **17. Winding Up**

(A) The members may vote to wind up the Club if not less than three quarters of those present and voting support that proposal at a properly convened general meeting.

(B) Any proposal to wind up the Club agreed by the Committee is subject to the provisions set out in Section 11 of this Constitution.

(C) The Committee will then be responsible for the orderly winding up of the Club.

(D) After settling all liabilities of the Club, the Committee shall dispose of the net assets remaining either to another Club with similar sports purposes which is a registered charity; to another Club with similar sports purposes which is a registered CASC; or to the Club's governing body for use by them for related community sports.

This Constitution was last updated on 30th September 2019.



Dave Dady  
Chairman



Dan Wright  
Vice Chairman