

NEWTON-LE-WILLOWS FOOTBALL CLUB



Club Constitution



Policies & Procedures



Newton-le-WillowsFC



@NLWFC

Constitution 2013

At the heart of every organisation, regardless of size, lies its Constitution or Rule Book. The origins of our own Constitution were formulated at the Club's first Annual General Meeting held in 1990.

Since 1990 rules have been amended or added to the Constitution at each A.G.M. but the main body remains the same.

This is by far the most important document of all as it covers every aspect of our Club, from its name through to the dissolution of the Club. Each and every rule has been carefully scrutinised, debated upon and democratically voted upon at each Annual General Meeting. If we abide by the rules contained within this Constitution then we can do no wrong, problems will only occur when individuals or groups look for possible loopholes for self-gratification, individual or group gain.

1. THE NAME OF THE CLUB.

1.1 The Club shall be designated 'NEWTON-LE-WILLOWS FOOTBALL CLUB'.

1.2. The rule contained within this Constitution is binding on each and every member, their parents and members of the Club's Management Committee. No person shall be exempt and any person who knowingly contravenes these rules shall forfeit their position within the Club.

2. OBJECTIVES.

To foster and promote the game of football and any other associated activities for Members of the Club within the guidelines of the Football Associations and Leagues to which the Club is affiliated and, where applicable, the structure and Guidelines of the F.A. As such the Club shall endeavour to run squads in as many age groups as possible.

2.2 Where appropriate the Club may form more than one squad in any particular age group.

3. MANAGEMENT OF THE CLUB.

3.1. The Management of the Club shall be vested in:

- a) A Chairman.
- b) A Deputy Chairman.
- c) A Secretary/Fixture Secretary.
- d) A Treasurer.
- e) A Committee.
- f) Child Protection Officer.

3.2 An Executive Committee consisting of:

- a) The Club Chairman.
- b) The Club Vice-Chairperson.
- c) The Club secretary.
- d) The Club treasurer.
- e) Three Committee Members (to be elected as Executive Members by the Club Committee).

Shall meet as and when required prior to the normal monthly meeting to discuss matters of discipline and any other matter deemed necessary in relation to the efficient running of the club.

3.3 Each matter shall be discussed and an agreeable proposal reached to be presented to and voted upon by the Club Committee.

3.4 The Clubs' Executive Committee is not empowered to enforce any proposal reached without the full consent of, and until voted upon, by the Club Committee.

3.5 The positions at 3.1 (f) to be held by Members of the Committee and not the elected officials in positions 3.1 a), c) or d).

3.6 No representations may be made on behalf of the Club, either written or verbal, to any organisation, or individual representing that organisation, by any other than an elected official as specified in 3.1. a, b, c, d, or f.

3.7. Nominations for the vacated positions must be given to the outgoing Chairman seven days before the Annual General Meeting. Nominations for committee positions must be supported by 3 other club officials.

3.8 At the first committee meeting following the AGM the committee will appoint from its members officials for the roles listed as 3.1. a, b, c, d

3.8 A copy of the current Club Constitution shall be distributed to each and every prospective Team Manager/Committee Member at the first full Committee meeting following the Annual General Meeting. At the following Committee Meeting each Team Manager/Assistant and /or squad helper or Committee Member will be required to sign a Self Declaration Form. This will include the acceptance and understanding of all rules applicable to the Club as contained with the Constitution. Failure to comply will result in that individual being removed from his/her position within the Club.

4. DUTIES OF THE CHAIRMAN.

4.1. The Chairman shall preside at all Committee, Special and Annual General Meetings and be responsible for the orderly conduct of business at such meetings.

4.2. The Chairman shall compile and distribute the agenda for each meeting to those Members of the Management Committee who are to be present at that meeting.

4.3. Any member of the Management Committee who requires to bring up an item for discussion at a meeting shall have that item brought to the attention of the Chairman no later than the Monday prior to the Committee meeting taking place. The item will then be added to the agenda.

5. THE DUTIES OF THE SECRETARY.

5.1. The Secretary shall deal with all correspondence, reports and records of the Club, including keeping a list of all current Members.

5.2. Fix the date, time and venue of all Committee, General, Special and Annual General Meetings.

5.3. Advise Members of the Management Committee of item 5.2 not less than one week prior to the meeting, with the exception of the A. G. M. when no less than two weeks notice shall be given.

5.4. To keep both Members and their parents fully informed as to the current affairs, forthcoming events etc. , within the Club or any other suitable item put forward for distribution by any Club or Committee Member.

5.5 Be responsible for managing the clubs affairs with County FA and leagues to which the club is affiliated or members of.

6. THE DUTIES OF THE TREASURER.

6.1. The Treasurer shall receive and disperse all monies due to the Club, keep correct accounts and books and prepare a financial statement for inspection and approval by the

Club Members at the Annual General Meeting.

6.2. All monies received by the Treasurer shall be lodged in the name of the Club in a bank or other such establishment approved by the Committee.

6.3. All cheques shall be signed by the Treasurer and any one of the other two designated signatures.

6.4. All books, which are the responsibility of the Treasurer, shall be made available on request to any Club or Committee Member for inspection.

6.5. The Committee may appoint two Auditors at random from the Club Membership, or any other person(s), to audit the accounts as maintained by the Treasurer.

6.6. The Treasurer shall have available with 24hrs notice a cash sum of £40 to be made available to any Committee Member as reimbursement of monies properly spent in the pursuance of Club business, providing that it is cleared by the Committee.

6.7. Any request to the Treasurer by a Committee Member for amounts exceeding £40 to be spent on Club business must be deferred to the next scheduled Committee meeting for approval. In exceptional circumstances where the delay could result in additional costs the Treasurer can grant the request providing he obtains the approval of at least two thirds of the current Management Committee.

6.8. The Treasurer must request and keep in his possession all receipts for monies spent on items of equipment or for monies used for any other Club business.

7. THE COMMITTEE.

7.1. The Members of the Club's Committee shall ensure that the Club's affairs are dealt with subject to the Constitution and within the rules and guidelines laid down by the League(s) and Football Association(s) to which the Club is affiliated.

7.2. No limit shall be set on the total Membership of the Club's Committee.

7.3. Committee members may serve for an infinite period of time, provided they have the requisite support of their nomination at each AGM.

7.4. The Committee shall meet once per month to discuss matters arising and to transact any other business as necessary to ensure the efficient running of the Club.

7.5. Any Committee Member who cannot attend a meeting must tender their apology to either the Chairman or Secretary. Any Member who misses three consecutive meetings without an apology may forfeit their place on the Committee.

7.6. The Committee has the power to appoint Officials in the event of elected Officials retiring from the Committee.

7.7. The Committee have the power to take action against any Member who is in breach of the Club's Constitution or of any other rules set down by the Leagues in which the Club's teams participate.

7.8. The Committee shall have the power to alter the Constitution, but no such alteration shall take effect until the same has been confirmed at the Annual General Meeting or at a Special General Meeting convened for this purpose.

7.9. All Members of the Committee shall have equal voting rights except that the Chairman at any particular meeting shall have only a casting vote.

7.10. A quorum shall comprise of no less than four Committee Members for a meeting to be validated, with the exception of the Annual General Meeting where the number should consist of no less than ten Club Members.

7.11. In the event of there not being a sufficient amount of elected Officials to conform to article 7.10. In any particular year during the life of the Club then the amount of Members required to form a Quorum shall be no less than two thirds of the total number of

Committee Members in office at that time. This shall apply for both Ordinary and Annual General Meetings.

7.12. The minimum age for a Committee Member is to be 21.

7.13. The Committee shall appoint sub-committees to deal with known requirements for the forthcoming season, membership of which shall be drawn from the current Committee. No Member shall sit on more than two sub-committees.

7.14. At the first full Committee meeting after the Annual General Meeting sub-committees shall be assigned for the following:

a) Christmas Party.

b) Presentations.

c) Annual 5 aside.

d) Club Volunteers Night.

8. ANNUAL GENERAL MEETING.

A GENERAL MEETING of the Club shall be convened each year, no later than the first week in July to conduct the following business.

8.1. To receive and if approved to adopt a statement of the Club's accounts.

8.2. To appoint the Officers and other Members of the Committee.

8.3. To consider, and if approved, to sanction any alterations to the Constitution.

8.4. To deal with any special matter which the Committee desire to bring before the Members and to receive suggestions from the Members for consideration by the Committee.

8.5. Any proposals for amending the Constitution must be forwarded to the Chairman in writing seven days before the A.G.M. and distributed on the day.

9. SPECIAL GENERAL MEETING.

A Special General Meeting may be convened at any time by the Committee within twenty one days from the receipt of a written request signed by not less than seven Members (parents), specifying the object of the meeting for any of the following purposes.

9.1. To consider and, if approved sanction any alteration to the Constitution.

9.2. To deal with any special matter which the Committee may desire to bring before the Members (parents) including the disciplining of any player.

9.3. To receive the resignation of the Committee or to remove any Member(s) from office and fill any vacancies caused thereby.

9.4. To deal with any special matter which the Member(s) (parents) requesting the meeting may desire to put before the Club.

9.5. Notice convening the Special General Meeting shall be sent to the Members not less than seven days before the meeting and shall specify the matter to be dealt with.

10. TEAM MANAGERS/ASSISTANT/COACHES.

10.1. It is the responsibility of the Team Manager/Assistant/Coach to ensure that each member of his/her team fully abides by the League and Club rules.

10.2. Any player disciplined by the League for misconduct may also be disciplined by the Club. The player's actions leading to any such discipline to be explained by his /her Manager/Assistant/Coach at a full Committee meeting who will then decide on what action to take. In all cases the Club Member shall pay all League, F.A. and Club administration fees.

10.3. Any Team Manager/Assistant/Coach who does not abide by the League or Club rules must also attend a full Committee meeting to explain his/her actions.

10.4. It is the Team Manager's/Assistant's/Coaches responsibility to keep the Club Secretary informed at all times as to:

- a) Match results: On the day of the fixture.
- b) Postponement of fixtures: Immediately after the postponement occurred.
- c) Change of match venue and signing of new players or Members to the Club. This will enable the Secretary to keep accurate records as specified in Rule 5.1.

10.5. It is the Team Manager's/Assistant's responsibility to collect subscriptions from Members of his/her squad and transfer those collections to the Club treasurer no later than the date of the first monthly meeting following the date that the first initial subscription was due.

a) All subscriptions paid into the Treasurer should be accompanied by a fully completed paying-in slip. If no subscriptions are paid in for a particular month, a paying-in slip should still be completed and handed to the Treasurer.

b) All subscriptions shall be fully documented on a subscription form to be provided by the Club, which should then be brought to every Committee Meeting.

10.6. It is the Team Manager's/Assistant's/Coaches responsibility to ensure that the Club's Committee are made fully aware of any problems relating to his/her squad.

10.7. No person may manage or coach a team from within the Club, whether it be in a friendly, league, five a side coaching or training session or any other small sided game or other associated activity, unless that person first of all completes a Personal Disclosure Form and is accepted as an active Member of the Club's Management Committee.

10.8. No Team Manager/Assistant/Coach may entrust his/her squad into the care of any other person other than a responsible Member of the Club's Management Committee.

10.9. No Team Manager/Assistant/Coach/Parent Helper may enter his/her team into any competition without gaining the prior approval of the Committee.

10.10. Any Team Manager/Assistant/Coach/Parent Helper or other Member of the Club's Management Committee who is entrusted with the care of any of the Club's teams in any fixture or competition who knowingly plays any player under false names, or falsifies any document for that competition or fixture, shall forfeit their position within the Club.

10.11. Any Team Manager/Assistant/Coach/Parent Helper or other Member of the Club's Management Committee who aids and abets any individual to falsify a Club and/or League Registration Form shall forfeit their position in the Club.

10.12. In view of the special responsibilities held by Team Managers, they must attend all Club, Special and Annual General Meetings. Assistants and/or Coaches must also make every effort to attend such meetings with a minimum attendance requirement of one in three meetings. If either the Team Manager/Assistant/Coach is unable to attend they must forward their apologies to the Club Chairman and nominate a representative from that squad to attend the meeting so as to co-ordinate information between the two parties. No excuse shall be accepted for lack of representation from any squad. This rule also applies to League Meetings were applicable.

10.13. Each Manager must complete a recognised Football Association coaching course or allow a suitably qualified deputy to coach his/her squad.

11. CLUB MEMBERSHIP.

11.1. Members of the Club shall be those individuals, who have either,

(a) signed a Club Registration Form as 'proposed member' and have been accepted into the Club.

or

(b) have been elected to serve as Club Committee Members.

or

(c) hold the position of Honorary Members.

(d) be a registered team official either manager / assistant, coach or administrator

Any member who holds a position in 11.1 (d) will be subject to CRB clearance.

11.2. The voting system applied at all open Club meetings i.e. AGM or SGM shall be on the basis of 'one member one vote'. Votes of members under the age of eighteen can only be cast by a parent or guardian. In instances where elected Officials and Committee Members are also parents or guardians of members then they relinquish the right to vote on behalf of the Member. This article does not affect the voting at Committee meetings. See 7.9.

11.3. The members of the Club shall be drawn from any area at the total discretion of each Team Manager.

11.4. The minimum age for acceptance into the Club shall be five (5), the date being determined by that player being five (5) years of age on or before the 31st. day of August at the beginning of the season in which he/she wishes to join the Club.

11.5. Each Member must pay an initial payment in or before August for Membership, Registration and insurance before representing the Club in any match, after which a monthly fee should be paid during 1st September to 1st June.

11.6. Whilst being a Member of the Club it is the individual's responsibility to conduct themselves in the correct manner at all times so as not to bring the name of the Club into disrepute.

11.7. Persistent bad behavior at any Club function, training session or match may result in that particular individual being dismissed from the Club.

11.8. Any Member missing three consecutive training sessions without reasonable excuse will automatically lose membership.

11.9. Any Member missing a total of five training sessions during the course of one season without reasonable excuse will also lose membership.

11.10. Players wishing to represent the Club must complete a Club Registration Form as an acceptance of the full terms of entry into the Club as laid down in the Constitution.

11.11. No Member shall be deemed a fully-fledged Club Member until he/she has completed six full weeks within the Club and until that time shall be excluded from any special Club function such as Presentations, parties, outings etc.

11.12. Players may register with the Club at any time providing they complete a Club Registration Form and pay the Registration Fee applicable to that season. If the player's registration comes after the closing date for League Registration applicable to the squad he/she wishes to join the player will be ineligible for League and Cup games. Players who register with the Club after the 31st. January will not be deemed as fully-fledged Members for the remainder of the season.

11.13. Each player shall play within their own age group as determined by the player's age on the 31st. August, except when League rules allow otherwise, and if sanctioned by the Committee.

11.14. No player shall represent the Club in any game unless he/she is properly attired in the Club's colours (1st kit yellow & royal blue 2nd kit Green) consisting of shirt, shorts and socks as authorized by the Committee.

11.15. No player shall represent the Club in any game unless he/she is wearing shin pads and appropriate footwear.

11.16. Any prospective player, or parent of that player, who knowingly falsifies either a Club or League registration Form shall be denied membership.

11.17. The Club's Management Committee reserves the right to deny membership to any individual.

11.18. Transfer between squads in one particular age group must be agreeable between the respective Managers having been satisfied that subscriptions are up to date and there are no unresolved disciplinary matters with the player concerned.

11.19. No person shall be accepted into Club Membership and may not represent the Club in any competitive or friendly 5,6,7 or 11 a side fixture without first of all producing a Birth Certificate to satisfy the Club as to his/her date of birth.

11.20. All present or prospective Team Managers, Assistants, Coaches, Administration staff or other person wishing to become a playing member of, or official representative of the Club must disclose, on the appropriate form, any official association or position held and in what capacity, they hold that position, with any other sporting organization.

11.21. Failure to comply with the above will result in that persons present or prospective association with Newton-le-Willows F.C. being terminated.

11.22. The Club reserves the right to refuse, suspend or terminate the membership of any individual and/or their parents providing that justification can be proven that the person or persons concerned have:

Brought the name of the Club into disrepute.

Falsified League, Club or County F.A. documentation.

Used foul and abusive language toward any person.

Takes or participates in actions which are deemed to be harmful or detrimental to the Club and/or its Members.

12. SUBSCRIPTIONS/REGISTRATION FEE.

12.1. A subscription will be operated with each Member subscribing an amount each month, that amount being determined by the Club's Committee at the first scheduled meeting following the A.G.M. The subscription system to be altered only thereafter at the A.G.M.

12.2. A registration Fee will be charged at the outset of the season, that fee once again being agreed at the same meeting as that above, and can only be altered at the A.G.M.

12.3. The subscription amount for each squad will be set by the Committee prior to the season, depending on the League Fees in which that squad enters.

12.4. A Member who is in arrears with subscriptions at the time of the Clubs Annual General Meeting, regardless of amount, shall not be allowed to register with the Club at the beginning of the following season until:

All monetary obligations are completed to the full satisfaction of the Club.

The current seasons Registration/Insurance fee and full subscription fee, along with any other fee, as determined by the Club Management Committee, are paid in full.

13. CLOTHING SUPPLIED BY THE CLUB.

13.1. Kit normally supplied by the Club will be top, shirt and shorts. All other kit is the responsibility of the player. Kit provided by the Club remains the property of the Club and must be returned in good condition when requested.

13.2. Any damage caused to clothing supplied by the Club must be reported to a Club Official.

13.3. Laundering of Club kits shall be at the discretion of the squad Manager.

13.4. Clothing supplied by the Club should not be altered in any way unless prior consent has been granted by a Club Official.

13.5. In the event of clothing supplied by the Club being damaged either willfully, or by gross neglect, then the Committee has the right to request compensation from the Member concerned.

13.6. No individual shall remain in permanent possession of clothing and/or equipment supplied by the Club.

CLUB TROPHIES.

14.1. Any trophy won in any competition by the Clubs' teams shall remain the property of the Club. No individual shall remain in permanent possession of any such trophy.

14.2. Any award presented to a Club Member should be returned to a Club Official no later than one month prior to the Clubs' next Annual Presentation and shall not remain the property of that individual.

14.3. At the Annual Presentations there shall be THREE major awards presented to players within all sml sided squads.

Those awards shall be:

- a) Player Of The Year.
- b) Most Improved Player of the Year.
- c) John Crawley Clubman.

There shall be three major awards presented at Under 11 level and upwards providing that those age groups have participated in 11-A-Side football. Those awards shall be:

- a) Player Of The Year.
- b) Players Player Of The Year.
- c) John Crawley Clubman.

It shall be the responsibility of the Team Managers/Assistants/Coaches to select the winners in all categories from open age levels and below.

Members of the following squads from U16s U15s U14s U13s U12s U11s U10s U9s U8s U7s will receive a memento for representing the Club which will be uniform throughout the Club with squads not playing in League football receiving a scaled down version of that received by squads who play in recognised leagues.

14.4. A long service award will be presented to any squad Member who completes a full period of 1 years unbroken service with the Club, playing competitive football and complying with all obligations within the Club Constitution.

14.5. It is the responsibility of the Team Manager to return any League/Cup Trophies at the time requested by the Committee, such that said trophies can be returned to the appropriate Leagues. Should failure to do so result in the Club incurring a fine from the League then the fine shall be paid by the Team Manager.

15. DISSOLUTION OF THE CLUB.

15.1. In the event of the dissolution of the Club, the total balance of monies deposited to the credit of the Club shall, after payment of all expenses to all creditors be given to a charity or charities nominated by the last Management Committee.

15.2. Under any such circumstances all kits, balls, nets and any other sporting or other equipment which at that time is the property of the Club shall be sold and all monies raised through the sale of such items shall also be given to a charity or charities nominated by the last Management Committee.

16. LIABILITY OF CLUB OFFICIALS.

16.1. The Members of the Committee or any other person acting on behalf of the Club shall not be liable for any loss or injury suffered by the Club and it's Members as a result of the discharge or their respective duties or whilst in the pursuance of any other business which

he or she has been authorized to by the Management Committee, except such losses that may arise that are deemed by the Committee to have been caused by wilful default.

16.2. In the event of it's Members causing accidental damage to either personnel or public property whilst in the process of representing the Club at any organized match or training session, then the Club shall be protected against any such claim for compensation by being insured for Public Liability with a reputable Insurance Broker.

17. CLUB FUNCTIONS.

17.1. If necessary entrance to the premises at which the Annual Presentations are held will be by ticket only. This will be determined by the Presentation Sub-Committee and sanctioned by the Committee.

17.2. The dates on which individual squads are to attend the Presentation is to be decided by the Committee at the first meeting after the closing date for registration with the Club.

17.3. Allocation of tickets to respective Managers to be decided by the Committee dependant on the numbers due to attend at any given session.

17.4. Tickets for the Presentations will be at a price fixed by the Committee

17.5. Tickets ordered for any function organised by the Club must be paid for on ordering.

17.6. The Club reserves the right to request a non-returnable deposit for any function organised by one of its sub Committees.

17.7. The Club will finance transport to and from any end of season presentations organized by the League(s) in which its teams play.

17.8. The Club will finance transport to and from the venue of any major League Cup Final that it's teams are taking part in. this transport will be free of charge for the Members of the Cup Final squad, the Team Manager and the Assistant Manager.

18. SPONSORSHIP.

18.1. Any item of equipment or clothing sponsored or donated by an outside body or organization for use by a particular team within the Club shall become the property of the Club and not of any individual person or team.

19. EXPENSE ENTITLEMENT.

19.1

20. DISCIPLINE & GRIEVENCE PROCEDURE.

20.1. On receipt of written notification from the relevant governing body referring to discipline matters relating to a Club Member, that Club member shall be informed in writing by the Club Secretary of the alleged offence and given the opportunity to attend a Club Committee meeting to explain his or her actions.

20.2. Any Member who is fined or incurs any administration costs through disciplinary procedures levied by the relevant governing bodies shall have 14 days from written notification from the Club to pay such fines or administration costs. Failure to do so shall result in that person being advised that he/she is suspended until all financial obligations to the Club are fulfilled.

20.3. Any Member who incurs three cautions from a match official within one season for what is deemed as misbehavior or dissent shall be brought before the appropriate Club Committee to explain their conduct.

20.4. Any parent who incurs one caution or is 'sent off' by a match official for what is deemed as misbehavior or dissent shall be requested to attend the appropriate Committee meeting to explain their actions.

20.5. All grievances, in relation to any Club matter, must be put in writing to the Club Secretary who will present such grievances to the appropriate Club Committee for their

consideration. The person concerned shall be informed in writing of the decision reached by that Committee.

20.6. Members have the right of appeal on any decision reached by the Club Committee. Such appeals must be in writing and received by the Club Secretary no later than 14 days after written confirmation of that decision.

21. THE CLUB WEBSITE

21.1 The website shall be for the benefit of all members.

21.2 The main purpose of the website shall be to keep all Club Members and other interested parties informed of forthcoming events, fixtures, match reports and any other item that may be deemed of interest and informative.

21.3 All materials submitted for inclusion on the Club Website should show respect toward all parties.

21.4 No such material should identify or make reference to what is deemed to be the poor performance of League or other appointed officials.

21.5 No such material should identify or make reference to any child so as to be seen to belittle or embarrass the child

21.6 All material for inclusion on the website should first of all be submitted to a designated Website Manager.

21.7 The duties of the Website Manager shall be:

- To scrutinize all material submitted for inclusion on the Club website.
- Identify any material that may be deemed harmful to the Club and/or its members and other associated parties, which may also bring the name of the Club into disrepute.
- If in doubt about any such material it is the Website Managers duty to inform either the Club Chairman, Treasurer or Secretary who will liaise with the writer before any such material is published.

21.8 Permission must be given by a child's parent/guardian before the publication of a photograph or image of any child.

21.9 Under no circumstances must a child's photograph and name be published together.

21.10 The Club shall also implement all additional rules governing Best Practice and Child Protection as published by The Football Association.

17th June 2013