



HORSLEY FOOTBALL CLUB



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RULES

JULY 2017

1. Name

The Club shall be called Horsley Football Club (the "Club").

2. Objects

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

3. Status of Rules

These rules (the "Club Rules") form a binding agreement between each member of the Club.

4. Rules and Regulations

(a) 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 Regulations of The Football Association Limited ("The FA"), the 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) The Club will abide by The FA's Child Protection Policies and Procedures, Codes of Conduct, and the Equal Opportunities and Anti-Discrimination Policy as shall be in place from time to time.

(c) For the avoidance of doubt the Horsley Football Club Rules and various Codes of Conduct apply to all players, parents/guardians/carers, managers, coaches, volunteers and spectators.

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) Any person who wishes to be a member must apply on the Club Application for Membership form which must be delivered, with a remittance for the appropriate fee, to the appropriate squad manager or coach. Membership of the club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; or of age, sex or disability except as a necessary consequence of the requirements of football



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as a particular sport. All applications will be considered in accordance with the anti-discrimination and equality policies in place from time to time. The Club Committee may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against such a decision may be made to the Club's members.

(c) All players, parents/guardians/carers, managers, coaches, volunteers and spectators joining and/or associated with the Club are deemed to have read and accepted the Horsley Football Club Rules and the Horsley Football Club various Codes of Conduct, copies of which will be made available to all potential and current members.

(d) No player may train or practise with the Club, nor represent the Club in matches, unless the appropriate application form has been received and accepted by the Club.

(e) In the event of a member's resignation or expulsion, his or her name shall be removed from the Membership Register.

(f) The FA and Parent County Association may, at the discretion of the Club Committee, be given access to the Membership Register.

(g) The Club Committee shall have power to admit to Honorary Membership persons either by virtue of their services to the Club or for any other good reason.

(h) The Secretary shall keep upon the Club premises a list of Names and Addresses of all members of the Club as required by the Licensing Act 1964 and in accordance with the latest data protection act.

(i) No player's registration application will be accepted by the Club unless and until all and any subscriptions, fees or fines (or parts thereof) outstanding for any previous membership period are paid in full.

6. Annual Membership Fee

(a) The annual membership fee payable by members or groups of members shall be determined from time to time by the Club Committee.

(b) No player may train or practise with the Club, nor represent the Club in matches, unless the appropriate fee has been paid, or arrangements made with the Club Secretary for the fee to be paid by instalments.

(c) Players who merely train with the Club shall be entitled to a fifty per cent reduction in the membership fee, but such players are not eligible to represent the Club in league or other matches.

(d) Fees shall not be refundable except at the discretion of the Club Committee or in the following circumstances:

(i) In the event that a season's membership is cancelled by the member in September of that season, 90% of the fee will be refunded.

(ii) In the event that a season's membership is cancelled by the member between October and December inclusive of that season, 40% of the fee will be refunded.



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- (iii) For the avoidance of doubt, in the event that a season's membership is cancelled by the member after 31st December of that season, no refund will be made.
- (iv) In all instances all Club property must be returned by the member upon departure.
- (v) In the event that a player suffers injury during the season which precludes their opportunity to play and a medical certificate to that effect is provided, the Club committee may approve a discretionary partial membership refund.
- e) In the event that a player joins the Club after the start of a season, the fee shall be determined according to the following formula:
- (i) If the player joins the Club before 1st November, the full season's fee shall be payable.
 - (ii) If the player joins the Club between 1st November and 31st December, 80% of the full season's fee shall be payable.
 - (iii) If the player joins the Club between 31st December and 31st January, 60% of the full season's fee shall be payable.
 - (iv) If the player joins the Club between 1st February and the end of the season (usually mid-May), a fee equivalent to the average fee per match multiplied by number of matches left to be played for that age group shall be payable.
- (f) The Club Committee shall have the authority to levy further subscriptions or voluntary donations on the members as are necessary to fulfil the Club's objects and obligations.
- (g) The Club Committee may levy match fees as an alternative or in addition, to annual membership fees for members playing in adult age groups. Any youth member representing adult team(s) shall not be required to pay match fees if an annual youth subscription has already been paid.
- (h) In the event that any subscription, match fee or fine payable by a player remains unpaid 4 weeks after it falls due, the player will be ineligible for team selection until such time that all outstanding fees are cleared.
- (i) In the event that a player and/or Club official is cautioned or sent off while representing the Club, any fine paid on the representative's behalf by the Club shall be reimbursed to the Club by or on behalf of the representative within 4 weeks after it falls due failing which the representative will be suspended from Club participation until such time that all outstanding fees are cleared.

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



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annual or instalment membership fee or further subscription is more than two 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 him/her to remain a member. An appeal against such a decision may be made by the member to the Club Committee, which appeal must be made in writing or by e-mail to the Club Secretary within seven days of the notice of expulsion being despatched to the member. On receipt of such notice of appeal, the Secretary shall give the member (and, if the member is under 18 years old, his or her parent or guardian) up to twenty eight days' notice to attend an independent appeal meeting, which notice shall explain the reasoning behind the expulsion. The Independent Appeal Committee shall hear representations from the player or his /her parent or guardian at the appeal meeting and its written decision following the appeal meeting shall be final.

(c) A member who resigns or is expelled shall not be entitled to claim any, or a share of, any of the income and assets of the Club (the "Club Property") and shall forfeit all rights to, and claims upon, the Club.

(d) A refund of any part of the annual fee to a player who has been expelled from the Club shall be entirely at the discretion of the Club Committee.

8. Club Committee

(a) The Club Committee shall consist of the following Club Officers: Chairperson, Vice Chairperson(s), Treasurer, Secretary, and sufficient other member officers as are required to fulfil the Club's objects and commitments. All Club Committee members and officers shall be elected at an Annual General Meeting and, upon election, shall become members of the Club.

(b) Each Club Committee Member and Club Officer shall hold office from the date of appointment until the next Annual General Meeting ("AGM") unless otherwise resolved at an Extraordinary General Meeting ("EGM"). Any 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 relevant Club Committee meeting unless otherwise stated in these Rules. The Chairperson of the Club Committee meeting shall have a casting vote in the event of a tie. Meetings of the Club Committee shall be chaired by the Chairperson or, in his/her absence, a Vice Chairperson. The quorum for the transaction of the business of the Club Committee shall be three.

(c) Decisions of the Club Committee and minutes of Club Committee meetings shall be maintained by the Club Secretary in the Minute Book or in some other permanent form.

(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



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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.

(h) Any Committee Member wishing to withdraw from the Club must give the Club Secretary in writing at least twenty one days' notice of his/her intention to do so.

(i) One Committee member (usually the Club Treasurer) is required to be a single point of contact for the HMRC with regards to the club's VAT and other Tax requirements. For the avoidance of doubt, this member will be an HMRC contact requirement only and this does not make the Club Committee member responsible for any anomalies the HMRC may bring to the Club's attention.

9. Annual and Extraordinary General Meetings

(a) The Club's Financial Year shall end on the 31st May and the Annual General Meeting shall be held on the 2nd Monday in July or as soon as possible thereafter. The AGM shall be called by the Club Chairperson or Secretary not less than fourteen days before the meeting is to take place. Notice of such meeting shall be sent by letter or e-mail by the Club Secretary to every paid up member entitled to receive notice thereof, but accidental omission to give such notice to or the receipt of such notice by any member shall not invalidate any resolution passed or procedure determined at any meeting. The purpose of the AGM is to:

(i) Receive a report of the activities of the Club over the previous year.

(ii) Receive a report of the Club's finances, duly verified by a qualified accountant, over the previous year.

(iii) Elect the members of the Club Committee. Nominations for election of members as Club Officers or as members of the Club Committee shall be made by a proposer and seconder both of whom must be existing members of the Club.

(iv) Consider any other business.

(b) The quorum for an AGM shall be five.

(c) An EGM may be called at any time by the Club Committee and shall in any event be called within 21 days of the receipt by the Club Chairman or Secretary of a requisition in writing or by e-mail from not less than five members stating the purpose 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 quorum for an EGM shall be ten.



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(e) The Chairperson, or in his/her absence a member selected by the Club Committee, shall take the chair at any General Meeting. Each fully paid up member present shall have one vote and resolutions shall be passed by a simple majority. The Chairperson of the Club Committee meeting shall have a casting vote in the event of a tie.

(f) The Club Secretary, or in his/her absence a member of the Club Committee, shall enter the minutes of General Meetings in the minute book of the Club or retain in some other permanent form.

(g) Any member who, at the date of an Annual or other General Meeting, is under 18 years old may be represented by his or her parent or guardian who may cast a vote on the member's behalf.

10. Club Teams

(a) 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 (a "Team Manager"). The appointed Team Managers shall be responsible for managing the affairs of the relevant team.

(b) Each Youth Team Manager must, before 31st December of their first season as Team Manager, attain the FA's Level 1 coaching qualification. In the event that a Team Manager does not attain such coaching qualification or its equivalent within that period, the Team Manager shall be suspended from his/her position until such time as the qualification is attained.

(c) Each Youth Team Manager and every helper assisting at any training session or assisting in any supervisory capacity on match days must attend an FA Safeguarding Children workshop, prior to helping in either capacity. In the event that a Youth Team Manager or helper does not attain this certificate, the Team Manager or helper shall be suspended from his/her position until such time as the certificate is attained.

(d) Team selection shall be entirely at the discretion of the Team Manager whose decision shall be final.

(e) The registration application to an adult HFC squad of any Horsley FC youth team player who has immediately prior to the application completed a season at Under 18 level shall be given priority to any other application. For the avoidance of doubt, this rule shall not affect the Team Manager's discretion in team selection under rule 10(c).

11. 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, Club Secretary and Club Treasurer, plus any other Committee Member from time to time designated as such by the Committee. No sum shall be drawn from the Club Account by cheque unless signed by at least two of the designated signatories, neither of whom shall belong to the same family. All monies payable to the Club shall be deposited in the Club Account.



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(b) 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 or third parties 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 the 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 other related social activities, 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 and its updates.

(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.

(iv) Indemnify the Club Committee and members acting properly in the course of running 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 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 the Financial Statement may, on demand, be forwarded to the FA.

(h) Effective 4 March 2013, the Club is a registered CASC (Community Amateur Sports Club) as recognised by HMRC reg# CH10015.

(i) Effective 1st June 2013, the Club is VAT registered as recognised by HMRC, reg# 168 2842 80.

12. Club Property

(a) All property of the Club (other than its freehold property) shall be vested in four Trustees or in a Trust Corporation appointed at a General Meeting of the Club. A General Meeting shall have the power to remove any such Trustees or Trust Corporation and all vacancies occurring by such removal or by resignation or death shall be filled at the same or next General Meeting providing always that all acts and proceedings on the part of the Trustees or Trust Corporation shall be valid and binding on all parties providing that the number of acting Trustees (not being a Trust Corporation) shall not be less than



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three. The Trustees or Trust Corporation shall deal with the property of the Club (other than its freehold property) as directed by resolution of the Club Committee (of which an entry in the minute book shall be conclusive evidence) and the Trustees or Trust Corporation shall be indemnified against risk and expense out of the Club property.

(b) Wellers Law Group LLP, of 6 Bishopsmead Parade East Horsley Surrey KT24 6SR shall be trustees of the freehold property of the Club and shall hold the same upon trust for the members of the Club according to the Rules thereof and upon Trust to sell, lease, mortgage or otherwise deal with the same as directed by resolution passed at a General Meeting of the Club of which a copy certified by the Chairman of the meeting and countersigned by the Secretary and Treasurer of the Club shall be conclusive evidence and the said Trustee shall be indemnified against risk and expense out of the Club property. Where a Trust Corporation, or a Bank, as the case may be, acts as a trustee it should be entitled to remuneration, such remuneration to be agreed between the Club Committee and the Trust Corporation or Bank.

(c) The Club will instruct the Trustees to enter into a legal charge agreement with the Football Foundation. The charge will entitle the Football Foundation to take a mortgage over the land and property which covers the new artificial grass pitch.

13. Use of Facilities

(a) The Clubhouse shall not be used for unlicensed gambling or playing any game of chance or any other unlawful games.

(b) The ground and changing rooms shall be open at any times approved by the Club Committee.

(c) The permitted hours for the sale of alcohol to members shall be in accordance with the Club Premises Certificate under the Licensing Act 2003 and its updates, in addition to which the following will apply:

(i) Alcohol shall not be sold to any person under the age of eighteen years.

(ii) Sales of alcohol to a guest of a member can only be with the express permission (which can be granted verbally) of a member.

(iii) Any supply of alcohol for consumption off the premises must be made to a member in person at a time when the premises are open for the purposes of supplying alcohol.

(iv) Members may invite friends and colleagues to the Club. The member introducing the guest shall accompany him or her and shall be responsible for the conduct of the guest.

14. 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.



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(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 assets remaining after the discharge of the debts and liabilities of the club shall not be paid to or distributed among the members of the Club, but shall be given or transferred to one or more of the following approved sporting or charitable bodies:

1. A registered charitable organisation(s)
2. Another Club which is a registered CASC
3. The sport's Parent County Association or the FA for use by them for related community sports

15. Club Rules

(a) These rules may be added to, repealed or amended by resolution at any Annual or any other General Meeting of the Club by a resolution passed by a majority of at least two thirds of the members voting thereon.

(b) The Club Committee shall from time to time make, repeal and amend all such by-laws and regulations (not inconsistent with these rules) as they shall think expedient for the internal management, use of ground, premises and wellbeing of the Club. All such by-laws and regulations shall be binding upon the members until repealed by the Club Committee or set aside by a resolution of a General Meeting of the Club.

(c) The foregoing rules were adopted as the rules of Horsley Football Club at an AGM held at the Clubhouse on 10th July 2017.

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