



## **Constitution**

### 1. **Name**

The Name of the Club shall be Westwood Wanderers Football Club.

### 2. **Definitions**

In this Constitution the expressions following shall, except when the context demands otherwise, bear the meanings set opposite them respectively:-

AGM	:	Annual General Meeting as detailed in clause 10;
Associate Member	:	a member as defined in clause 7;
Auditor	:	a person who shall be elected and be of the status as detailed in clause 10(b) and whose duties shall be detailed in clause 15(c)
Club	:	Westwood Wanderers Football Club
Club Representative	:	any one of an Officer of the Club or a Team Manager or his Assistant;
Club Year	:	the year commencing on 1 <sup>st</sup> Aug and ending on the following 31 <sup>st</sup> July each year;
Executive Committee	:	the executive committee elected as detailed in clause 10 and consisting of those members detailed in clause 12(a) (i).
General Committee	:	the General Committee consisting of those members detailed in clause 13(a) (i) and (b) (i).
Committee Member	:	a Member of the General Committee as detailed in clause 13(a) (i) and (b) (i).
Committee Meeting	:	a meeting of the General Committee;
Constitution	:	the rules and regulations as expressed through the clauses in this document;
EGM	:	Extraordinary General Meeting as detailed in clause 11;
Financial Year	:	the year commencing on 1 <sup>st</sup> Aug and ending on the following 31 <sup>st</sup> July each year;
Member	:	a person who is either an Honorary Member, Associate Member, Playing Member or Ordinary Member;
Objects	:	shall be as defined in clause 3;



Officer of the Club	:	those Members as detailed in clause 10(b) (i);
Ordinary Member	:	a Member as defined in clause 9;
Playing Member	:	a Member as defined in clause 8;
Supervisory Officer	:	an Officer as defined in clause 10(b) (ii);
Child Protection Officer	:	an Officer as defined in clause 10(b) (ii);
Data Protection Officer	:	an Officer as defined in clause 10(b) (ii);
Team Manager or Assistant	:	a person who is approved by the General Committee and whose duties and rights are as defined in clause 14;
Team Managers Representative	:	a representative of an individual Team Manager;
Trustee	:	a person who shall be elected and be of the status as detailed in clause 10(b) and whose duties shall be as detailed in clause 15(g);
Honorary Member	:	a Member as defined in clause 6;

Save where the context otherwise requires, words importing the singular number include the plural and vice-versa.

### 3. **Objects**

The objects of the Club shall be principally to provide football for the residents of the area living within a 3 miles radius of Cotswold Recreation Ground, Tilehurst.

In the event that a person who lives outside such radius makes an application to become a Playing Member, the Executive Committee may, at its sole discretion, agree to accept such application after having taken into account all relevant circumstances surrounding the application.

To provide football in a safe, friendly and caring environment and at the same time help members of the Club gain a sense of team spirit and sportsmanship.

### 4. **Rules and Regulations**

- (a) The Club shall have the status of an Affiliated Member Club of The Football Association by virtue of its affiliation to/membership of The Football Association Limited and parent County Association and any League or Competition to which the Club is affiliated for the time being shall be deemed to be incorporated into the Club Rules.
- (b) No alteration to the Club Rules shall be effective without the prior written approval by the parent Association.
- (c) The Club will also abide by The Football Association's Child Protection Policies and Procedures, Codes of Conduct and the Equal Opportunities and Anti-Discrimination Policy.



5. **Membership**

Each Member of the Club shall fall into one of the following categories:

- (a) Honorary Members
- (b) Associate Members
- (c) Ordinary Members, and
- (d) Playing Members

each category being and having rights as detailed below:

6. **Honorary Member**

An Honorary Member:

- (a) shall be a person who:
  - (i) as shall be determined by the General Committee from time to time has performed outstanding services to the Club and whose efforts and loyalty are worthy of formal recognition, and
  - (ii) is invited in writing by the Executive Committee to become an Honorary Member and who accepts such invitation in writing one month of such invitation being made, and
- (b) shall be entitled to:
  - (i) retain the position of Honorary Member for life (save for the provisions of clauses 17 and 18 below), and
  - (ii) to hold such position without the payment of a subscription, and
- (c) shall not be:
  - (i) entitled to vote at any AGM and/or EGM of the Club, but
  - (ii) precluded from becoming an Associate member in accordance with clause 6.

7. **Associate Member**

An Associate Member shall be:

- (a) a person who:
  - (i) as shall be determined by the General Committee from time to time, has a genuine interest in the Club and has helped or it is anticipated will give help towards achieving the Objects of the Club, and
  - (ii) shall make an application in writing or will be invited in writing by the Executive Committee to become an Associate Member, and
    - (A) in case of an application being made, whose application is accepted in writing by the Executive Committee within one month of such application being presented to the General Committee for consideration, and



(B) in case of an invitation being extended, who accepts such invitation in writing within one month of such invitation being extended, and

(b) entitled to:

- (i) vote at any AGM and/or EGM of the Club, and
- (ii) hold the position of Associate Member from the date of acceptance of an invitation or acceptance of an application (save for the provision of clauses 17 and 18 below).

8. **Playing Member**

A Playing Member shall be:

(a) A person who:

- (i) is six years of age or over, and
- (ii) is, if appropriate with the appropriate league authority to play for one or more of the teams of the Club, and
- (iii) has completed the Club's application/ registration form and handed it to a Club Representative, and
- (iv) has provided the Club with any necessary documentation in a satisfactory form to the Club, (if and when requested by the Club) to substantiate any of the facts contained in such application/ registration form, and
- (v) has had such application/ registration form countersigned by the applicant's parent or guardian, and
- (vi) has paid the necessary subscription at the rate determined by the General Committee for Playing Members from time to time to cover the current period or membership as described in sub-clause (b) (ii), and
- (vii) has had such application/registration accepted by the General Committee, such acceptance being assumed by the applicant in the event that the applicant as not advised in writing to the contrary by the General Committee within six weeks of such application/ registration form being handed to a Club Representative, and

(b) entitled to:

- (ii) hold the position of Playing Member from the date that all conditions as detailed in sub-clause (a) above have been satisfied until the close of season following the date that such application/ registration shall take effect (save for the provision of clauses 17 and 18 below).



9. **Ordinary Member**

An Ordinary Member shall be:

- (a) a person who:
  - (i) is the parent or guardian of a Playing Member, and
  - (ii) has countersigned the application/ registration form of the Playing Member, and
- (b) entitled to exercise the voting rights of such Playing Member at any AGM and/or EGM (save as provided in clauses 17 and 18 below), and
- (c) exempted from paying a subscription, and
- (d) an Ordinary Member only so long as such Playing Member as detailed in sub-clause (a) above, shall remain a Playing Member and in the event that such Playing Member shall no longer remain a Playing Member, for whatsoever reason, then the Ordinary Member also shall no longer remain an Ordinary Member.

10. **Annual General Meeting**

- (a) An AGM shall be held annually no later than 30<sup>th</sup> September and shall be convened by written notice to the Members, such notice being sent not later than 14 days prior to the date of the intended AGM.
- (b) At each AGM Members eligible to vote shall elect from among the Members persons to act in the following positions:
  - (i) Officers of the Club comprising:
    - (A) Chairman,
    - (B) Vice Chairman,
    - (C) General Secretary,
    - (D) Treasurer,
    - (E) Registration Secretary,
  - (ii) Supervisory Officers of the Club comprising:
    - (A) one or two Auditor(s) as deemed necessary, and
    - (B) two Trustees.
    - (C) Child Protection Officer
    - (D) Data Protection Officer

If it is felt appropriate by the Members attending the AGM those positions detailed in (b) (ii) of this clause may be elected from outside the Members.

- (c) Each person so elected as in (b) above shall be entitled to hold such position from the date of election until new Officers of the Club and Supervisory Officers of the Club as appropriate are properly elected (save as provided in clause 17 and 18 below).



- (d) At each AGM a report may be presented to the Members by each Officer of the Club but in any case a report shall be presented by each of :
  - (i) Chairman
  - (ii) Treasurer to include an unaudited statement of income and expenditure for the immediate past Financial Year, together with any necessary explanations and interpretations, and
  - (iii) General Secretary.
- (e) The agenda for the AGM shall provide for “Any Other Business” to be raised by the Members providing that details of any such business should be advised in writing to the General Secretary, to be received by the General Secretary at least 7 days prior to the date of such AGM.
- (f) No business shall be transacted through the AGM unless a quorum shall be present comprising:
  - (i) Chairman or Vice Chairman (one of whom shall act as Chairman), and
  - (ii) General Secretary or Treasurer (one of whom shall act as General Secretary), and
  - (iii) at least 12 other Members.
- (g) Resolutions shall be carried by a majority in number, each Member being able to cast a vote. In the event of a tied vote, the Chairman at the AGM shall have the casting vote which may be in addition to such Chairman’s first vote which was part of such tied vote.
- (h) Minutes shall be prepared by the General Secretary following each AGM and shall be circulated to all Members at the same time as the notice is circulated to Members convening the next AGM. Such minutes shall be confirmed by the Members at the AGM following the AGM to which such minutes relate.

11. **Extraordinary General Meeting**

- (a) An EGM shall be convened by the Executive Committee:
  - (i) to approve the Audited Balance Sheet and Statement of Income and Expenditure and to review/project the Club’s finances as soon as possible after the 31<sup>st</sup> August each year,
  - (ii) should the Executive Committee deem it necessary, or
  - (iii) a written request is received by the General Secretary from a Member and endorsed by at least nine other Members requesting such be called.

Such written request shall state the reason for calling the EGM.
- (b) In the event that an EGM is to be convened:
  - (i) a written notice (“the Notice”) shall be sent to each Member giving details of the business to be transacted,



- (ii) shall state the date of the meeting, which shall not be sooner than 14 days from the date of despatch of the Notice, and
  - (iii) the venue and time of such meeting.
- (c) Only the business specified in the Notice may be conducted at the EGM.
- (d) The business specified in the Notice shall not be transacted unless a quorum shall be present comprising:
- (i) Chairman or Vice Chairman (one of whom shall act as Chairman), and
  - (ii) General Secretary or Treasurer (one of whom shall act as General Secretary), and
  - (iii) at least 12 other Members.
- (e) Save as provided in sub-clause 18(d) below, resolutions shall be carried by a majority in number, each Member being able to cast one vote. In the event of a tied vote, the Chairman at the EGM shall have the casting vote which may be in addition to such Chairman's first vote which was part of the tied vote.
- (f) Minutes prepared by the General Secretary following each EGM and shall be circulated to all Members at the same time as the notice is circulated Members convening the next AGM or EGM, whichever is the earlier. Such minutes shall be confirmed by the Members at the next AGM or EGM (as appropriate) following the EGM to which the minutes relate.

12.

**Executive Committee**

- (a) The Executive Committee shall:
- (i) consist of no less than five Members and shall comprise:
    - (B) Chairman
    - (C) Vice-Chairman
    - (D) General Secretary
    - (E) Treasurer
    - (F) Registration Secretary
  - (ii) meet once per calendar month
  - (iv) have the power to co-opt Members onto Sub-Committees, as detailed in clause 12 (g) below.
  - (iv) be responsible for particularly but not exclusively:
    - (A) enforcement of Club rules,
    - (B) all financial matters,
    - (C) disciplinary matters such as are dealt with separately within this constitution,
    - (D) the creating of Codes of Conduct for all Members



13. **General Committee**

(a) The General Committee shall:

(i) consist of no less than 10 Members and shall comprise:

- (A) Chairman or Vice Chairman (one of whom shall act as Chairman), and
- (B) General Secretary or Treasurer (one of whom shall act as General Secretary), and
- (C) the Team Manager or the Team Manager's representative, and
- (D) Members of the Club,

(ii) meet once per calendar month,

(iii) be responsible for particularly but not exclusively:

- (A) the general administration of the Club,
- (B) fund raising,
- (C) social activities,
- (D) forward planning,
- (E) appointment/approval/or removal of Team Managers or Assistants from time to time,
- (F) any other matters arising which are for the well being of the Club.

(b) Once elected, or co-opted as the case may be, each General Committee Member shall remain as a General Committee Member until the General Committee Members for the ensuing General Committee are elected, save that,

(i) each General Committee Member shall be entitled to resign at any time, such resignation being made in writing to the General Secretary, save such resignation shall not come into force until accepted by the Executive Committee, but

(ii) no General Committee Member may be removed without the authority conferred through an EGM.

(c) No business shall be transacted through the General Committee unless a quorum shall be present comprising:

(i) Chairman or Vice Chairman (one of whom shall at as Chairman), and

(ii) General Secretary or Treasurer (one of whom shall act as General Secretary), and

(iii) at least two other General Committee Members.

(d) Save as provided in clause 18(b) below, proposals during properly convened General Committee Meetings shall be carried by a majority in number, each General Committee Member being able to cast one vote. In the event of a tied vote, the Chairman at the Meeting shall have the casting vote, which may be in addition to his first vote which was part of such tied vote.

(e) With the approval of the remainder of the General Committee, a General Committee Member may assign another Member to attend any General Committee Meeting in his place and exercise such General Committee Member's vote.





- (f) On routine day to day decisions which it is necessary should be taken between General Committee Meetings, any two of the Executive Committee may make decisions which are binding on the Club, all relevant information on material decisions being reported to the General Committee Members at the next General Committee Meeting.
- (g) The Executive Committee shall have the power at any time to create sub-committees (and dictate such sub-committee's powers so long as such powers do not exceed the Executive Committee's own powers) and invite any Members to sit on such sub-committees. The duties of the sub-committees shall be to report and make recommendations to the Executive Committee so that the Executive Committee can make decisions in the usual way.
- (h) Minutes shall be prepared by the General Secretary following each General Committee Meeting, shall be circulated to each General Committee Member as soon as possible after each General Committee Meeting, and shall be presented to the next General Committee Meeting following the General Committee Meeting to which such minutes relate for approval by the General Committee Members.

14. **Team Managers and Assistants**

A Team Manager or Assistant shall be:

- (a) a person who:
  - (i) as shall be determined by the General Committee from time to time, is suitable to supervise and run one of the Club's football teams within the Objects and Polices of the Club,
  - (ii) is willing to supervise and run one of the Club's team's in accordance with the requirements of the Club,
  - (iii) submits a written application (unless renewal is taking place of an existing Team Manager's position) to the Committee and is willing to attend an interview with the Committee or sub-committee formed from the General Committee (if deemed necessary by the Executive Committee), and
  - (iv) whose application has been accepted, renewed and/or confirmed in writing by the General Committee, as the case may be.
  - (v) is willing to attend a Junior Managers course (if deemed necessary by the Executive Committee)
  - (vi) is willing to attend a First Aid course (if deemed necessary by the Executive Committee)
  - (vii) is willing to comply to the Club's Code of Conduct for Manager's
- (b) entitled to:
  - (i) vote at any AGM and/or EGM of the Club and act as if such Team Manager or Assistant is an Associate Member, and



- (ii) hold the position of Team Manager or Assistant from the date of such appointment up to and including the date of the General Committee Meeting immediately following the next AGM following the date of appointment (or renewal of such appointment) (save the provisions of clauses 17 and 18 below), and  
  
(it shall be the intention of the General Committee to automatically renew the appointment of such Team Manager on an annual basis unless circumstances dictate to the contrary or there is a need to in accordance with clauses 17 and 18 below).
  - (iii) may hold the position of Team Manager for such term as determined in (b) (ii) above, without the payment of a subscription.
- (c) responsible for the day to day running of the Team to which each Team Manager is appointed, including:
- (i) liaison with the Registration Secretary of Playing Members particularly at the commencement of each season, or from time to time during the season and timely submission of properly completed registration forms together with appropriate fee, and
  - (ii) collection and payment to the Treasurer at each monthly General Committee Meeting of all training and match fees and all other monies (save as at clause c (i) ) above together with the appropriate completed form relating to the previous months fixtures, and
  - (iii) registration in liaison with the Registration Secretary of Playing Members with appropriate leagues, and
  - (iv) organisation of matches including the booking of, where appropriate, in accordance with the appropriate league and cup regulations, and
  - (v) running of training sessions as each Team Manager or Assistant deems appropriate, and
  - (vi) passing of relevant information, requests, recommendations, criticisms, or other comments to the General Committee on the affairs of the Club through the Team Managers Representative, and
  - (vii) the general welfare of the Playing Members for which each Team Manager or Assistant is responsible to ensue the Objects of the Club and it's general image are properly projected, and
  - (viii) ensure that all Playing Members, Ordinary Members and spectators comply with the Club's Code of Conduct, details of which are included in the Westwood Wanderers Manager's Handbook
  - (ix) the advising of Playing Members of the content of Rules 32 and 41 of the Football Association (or any re-enactment thereof) at the time which each Team Manager or Assistant deems appropriate and in particular the punishments which can be invoked, and
  - (x) any other act or deed which is for the benefit of each Team Manager's Team in general and the Club in particular.



- (i) entitled to appoint a suitable person to assist with the running of the team and in their absence and to act on their behalf.

15. **Finances**

- (a) The **Club Year** shall run for 12 months ending 31<sup>st</sup> July each year.
- (b) the **Finances** of the Club **shall be evidenced** by an annual statement of income and expenditure ("the Audited Statement") to be made available as soon as possible but in any case by the 30<sup>th</sup> September each year, and
- (c) **The Audited Statements** shall be:
  - (i) audited by the Auditor(s),
  - (ii) produced for inspection and discussion at the EGM immediately following the 31<sup>st</sup> August each year,
  - (iii) approved at such relevant EGM,
  - (iv) forwarded, in copy form, to the Berkshire and Buckinghamshire Football Association ("the Association") as required by the then current rules and regulations of the Association.
- (d) **The Unaudited Statements** shall be:
  - (i) prepared by the Treasurer,
  - (ii) produced for inspection and discussion at the AGM, and
  - (iii) submitted to Auditor(s) for confirmation, or alternatively may be audited by an authorised external examiner within two of AGM taking place.
- (e) **The funds of the Club shall be held** at a bank or similar institution and shall be invested and administered as necessary and as determined by the Committee,

All cheques, drafts, and instructions dealing with the withdrawal or disposal of monies shall be signed by the Treasurer and countersigned by either the General Secretary or the Chairman.
- (f) **Any Monies, receipts or other income** received by Members on behalf of the Club shall be promptly paid to the Treasurer save that in the case of Team Managers, monies received in one month shall be paid to the Treasurer at the following months General Committee Meeting.
- (g) Any **substantial expenditure** for a single item or a series of items which constitute one project which, either singly or in aggregate exceed £10,000 in value shall be investigated, prior to such expenditure being committed, by either one or both of the Trustees. The report of the Trustee(s) shall be submitted to the General Committee for consideration and shall be taken into account when determining whether or not such expenditure should be approved or otherwise.



In the event that the Trustee(s) recommend against such expenditure but the Committee resolve against such recommendation the Trustee(s) shall have 14 days to call an EGM without the formality of obtaining the endorsement of at least ten members.

- (h) **No purchase** shall be made on behalf of the Club nor shall **credit** be obtained without the prior consent of the Executive Committee, which, in the case of obtaining credit, shall be evidenced in writing.
- (i) The Executive Committee may at any time authorise the running of money raising activities
- (j) either by sponsorship, sweepstake and like events held in conformity with the provisions of the Betting, Gaming and Lotteries Act, 1963 or any amendment or replacement thereof, or in any other acceptable way, the proceeds of which shall remain the property of the Club and shall be used for its benefit.

16. **Fees and Subscriptions**

- (a) The General Committee shall fix the current levels and nature of all subscriptions and fees for Members.
- (b) The General Committee at its discretion shall determine the nature of fees to be charged save that, in accordance with this Constitution, there shall be an annual subscription paid by Members unless the General Committee determine otherwise in their sole discretion.
- (c) In the event that any fees are charged to Playing Members for playing in matches for the Club, such Playing Member shall pay:
  - (i) the whole of the fee if the Playing Member plays more than half of the match,
  - (ii) half of the fee if such Playing Member plays for the whole of one half of the match or less than half of the match.

Such match fees, if any, shall be payable immediately prior or following each match. Should any Playing Member be in arrears with three or more such match fees, the Team Manager shall report the facts to the General Secretary for consideration by the Executive Committee in accordance with clause 17(c) below.

17. **Discipline**

- (a) Any Member shall be bound by Rules 32 to 41 of the Football Association (or any re-enactment of such rules) at all times whether attending matches of the Club or otherwise.
- (b) Any incident which could be deemed to bring the Club into disrepute whether before, during or after a match or elsewhere or in any manner and which involves any Member of the Club shall be reported by a Member (whether or not such a Member evidenced such incident), to the General Secretary, as soon as possible after such incident occurs.

In such an event, or in the event that the General Secretary becomes aware of any relevant incident the General Secretary (or in his absence any other Executive Committee Member) shall obtain as much information as reasonably possible and make a report to the next scheduled General Committee Meeting (or if the General Secretary deems it necessary to a specially convened General Committee Meeting) so that the incident may be considered.



- (c) If following the reporting of any incident the Executive Committee deems it necessary, or if the subject of the incident so wishes, the Member reporting such incident, the Member who is the subject of the report and any relevant witness(es) to the incident may be called to a meeting of the Executive Committee so that a fair view can be obtained of such incident. If such Playing Member is 16 years of age or under the Parent/Guardian of such Playing Member shall have the right to accompany the Playing Member to the Executive Committee Meeting.
- (d) Following any investigations which the Executive Committee find necessary, the Executive Committee, if they deem it appropriate may act in accordance with clauses 17 and 18 below.
- (e) If the Executive Committee deems that no action is necessary and an interview as detailed in clause 15(c) has been held, the Member involved shall be advised in writing as appropriate of the decision reached and that Members rights shall continue.

18. **Registration of Members**

- (a) Any Member may resign from the Club, save for an Executive Committee Member, and shall give notice in writing to the General Secretary. Any such notice shall have immediate effect.

In the case of a Executive Committee Member such Executive Committee Member may tender his or her resignation as detailed in 11(b)(i) above save that such resignation shall not take effect until it has been accepted by the General Committee. Such resignation shall be considered at the next General Committee Meeting following receipt of the written notice of resignation by the General Secretary.

- (b) No refunds of any fees paid by the Member tendering the resignation shall be made to any Member unless agreed to the contrary by the Executive Committee.
- (c) If any person wishes to rejoin the Club following a resignation, an application for membership shall be considered in the usual way, but acceptance shall be subject to the payment of any outstanding fees from the previous membership.

19. **Suspension of Members**

- (a) The Executive Committee shall have the right to suspend any Member of the Club.
- (b) Before any Member can be suspended, save as is provided in 17(e) below, the Executive Committee shall have considered fully the known facts surrounding any incident in accordance with clause 15 above. In the event that, following the initial report presented by the General Secretary, the Executive Committee deem the incident to be potentially of a sufficient serious nature, the Executive Committee may suspend the Member concerned until a full hearing can be arranged, such hearing as detailed in clause 15(c) above to be held as soon as reasonably possible .
- (c) A Team Manager shall automatically report a Playing Member to the General Committee if such Member fails to pay:
  - (k) the annual subscription within 21 days of such subscription being due, and
  - (ii) match fees which are outstanding in connection with three or more matches.



In any such event, the Team Manager shall give the General Secretary full details of such failure, including any extenuating circumstances which may be involved so that the Executive Committee can decide upon the most appropriate course of action.

- (d) In circumstances where a Member is subject to a fine imposed by any league management committee, cup organising board, area Football Association Committee and/or other controlling body acting in accordance with Football Association rules and regulations, then such Member shall reimburse the Club with the full amount paid by the Club under such fine (within 14 days of the Club requesting such Member in writing to do so) unless the Executive Committee deem it inappropriate to demand such refund.

In the event that such reimbursement is not made within 14 days of such request being made, the Member shall be suspended automatically until such reimbursement is made.

- (e) Any suspension invoked shall be advised in writing to the Member involved immediately following the Executive Committee Meeting at which the resolution of suspension was passed, or in the case of (c) above, such suspension was reported.
- (f) Any Member who is suspended shall not be entitled to play for a team of the Club or exercise any such persons rights as a Member save that, if an Ordinary Member is suspended, the Playing Member for whom such Ordinary Member acts may continue to play for a team of the Club but such Playing Member's vote may not be exercised.
- (g) At the discretion of the Team Manager, if a Playing Member has been suspended solely for the reasons specified in clause 17(c) above, the Playing Member may be reinstated, with full rights and privileges providing the outstanding subscription and/or match fees have been paid to date; save that, if the same Playing Member shall have been suspended on more than two occasions by reason of non-payment of subscriptions and/or match fees, the Executive Committee shall decide whether or not any suspension shall be lifted or other disciplinary measure be taken bearing in mind the appropriate circumstances.
- (h) Any lifting or a suspension shall be communicated in writing to the Member concerned by the General Secretary, and a Team Manager shall promptly advise the General Secretary in the event that such Team Manager exercises the discretion given in clause 17(f) above.

## 20. **Expulsion of Members**

- (a) The Executive Committee shall have the right to expel any Member of the Club except for:
- (i) on Honorary Member, or
  - (ii) an Officer of the Club, or
  - (iii) a Supervisory Officer of the Club, or
  - (iv) any person who has been appointed to any nominated position in the Club at an AGM or EGM.
- (b) Before any Member can be expelled the Executive Committee shall have considered fully the known facts surrounding the incident in accordance with clause 15 above. No Member may be expelled unless such Member has been given the opportunity of a full hearing as detailed in clause 15(c) above.



Following such hearing, the Executive Committee shall communicate its decision to the Member in writing within 7 days after the relevant decision to expel has been reached and a resolution to that effect has been passed in Committee. A decision to expel must be passed by not less than two thirds majority of those present at such Committee Meeting.

- (c) Upon receipt of written notice of any such expulsion, the Member to which such expulsion relates may appeal against such expulsion by giving notice of such an appeal to the General Secretary in writing, such notice to be given within 14 days of the notice of expulsion.

In the event that, the General Committee shall hear such appeal at the next General Committee Meeting or any other Committee Meeting which may have been convened for such specific purpose. The General Secretary shall then communicate the decision (such decision to be reached by not less than two thirds majority of those present at such Committee Meeting) in writing to the Member involved.

The decision reached shall then be binding on both the Club and the Member involved.

- (d) (i) No Member of the Club as detailed in 18(a) (i) to 18(a) (iv) above, may be expelled without a resolution being passed to that effect at an EGM convened specifically to consider such an expulsion, such resolution to be passed by at least a two thirds majority of those present at such EGM.
- (ii) Prior to any such EGM being convened, the General Committee shall act in accordance with 18(b) above save that the General Committee shall not have the power to expel such a Member but shall reach a decision which shall be recommended to the Members attending the EGM. Should the General Committee resolve to convene an EGM for such purpose, the Member who is the subject of such expulsion shall be advised in writing by the General Secretary at the same time as the notice convening such EGM is circulated, so that such Member may attend the EGM if the Member so wishes. If the Member wishes to attend the EGM, such Member shall:
- (a) give notice of such intention in writing to the General Secretary (to be in the General Secretary's possession at least 7 days prior to the date of the EGM), and
- (b) have the right to speak on such Member's behalf at the EGM.
- (iii) In the event that the Members attending the EGM resolve to expel the Member who is the subject of the proposed expulsion, such Member shall be advised of the expulsion in writing by the General Secretary or the Treasurer (as available) within 7 days of such resolution being properly passed.
- (iv) Upon receipt of written notice of expulsion such Member may appeal against expulsion by giving notice in writing to the General Secretary within 14 days of the date of the notice of expulsion. In the event an EGM shall be convened to hear such appeal. The Members attending the EGM shall consider such appeal and resolve on the appropriate course of action (such resolution to be passed by two thirds majority of those present at such EGM). The General Secretary shall communicate the decision to the Member within 7 days of the EGM.

The decision then reached shall be binding on the Club and the Member.



21. **Constitution**

- (a) No amendments or additions to the rules contained within the Constitution shall be made except by a resolution carried by a majority in number of Members present at an AGM or EGM. Notice of the intention to propose any such amendment or additions shall be given in writing to the General Secretary at least 28 days before such meeting is held.
- (b) The Executive Committee shall be the sole authority with the power to interpret the rules contained in the Constitution and shall decide on any point not specifically covered in the Constitution. Any Member may, however, call for any interpretation to be ratified or modified by calling an EGM.

22. **General**

- (a) A copy of the Constitution and Football Association Handbook shall be available for reference and inspection from the General Secretary by all Members of the Club.
- (b) All decisions and rulings as determined by the General Committee within the powers conferred to it through this Constitution shall be fully binding on the Club and its Members.