



## Thorpe St Andrew Football Club Constitution

### 1. Background

The Football Clubs all operating in the same area decided to merge their FA Affiliation during 2020. The rationale was to formally link Hillside Rovers that had teams up to and including the U11 age group that usually fed into St Andrews Football Club who ran U12 age groups upwards. Thorpe United was a women and girls club, so the three separate clubs each had a specific focus.

The intention of the merger was fundamentally to retain the benefits of the individual specialisms whilst also benefitting from connecting the three entities and to work as 'one club' with more visible pathways for player progression, a shared ethos and improved club status as one of the largest grassroots clubs in the County. For the sake of clarity, each of the prior clubs retains control of its specialism in the form of provision "Strands" and will remain as its own separate entity provided each retain the common goals as outlined in the constitution.

### 2. Name

The club shall be called Thorpe St Andrew Football Club (the "Club"). The Club comprises three individual playing pillars known in this document as the "Strands". The premises of the Club shall be at either Thorpe Recreation Ground or Hillside Avenue Primary School, or at any other such address as the Strand Committee(s) may decide.

The Club Strands are:

- 2.1. Thorpe St Andrew Football Club Foundation Phase (up to U11)
- 2.2. Thorpe St Andrew Football Club Development Phase (U12 and above)
- 2.3. Thorpe St Andrew Football Club Women & Girls (all ages)

### 3. Objects

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

### 4. Club Ethos

To provide football for children and adults of all abilities in the local community in a safe and friendly environment. To strive to offer a challenging and supportive environment where players can learn from their mistakes and make the most of their abilities.

### 5. Status of Constitution

This constitution (the "Club Constitution") forms a binding agreement between each member of the Club.

## **6. Rules and Regulations**

- 6.1. 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"), County Football Association to which the Club is affiliated ("Parent County Association"), Competitions in which the Club participates, and Club Rules for the time being in force.
- 6.2. No alteration to the Club Constitution shall be effective without prior written approval by the Parent County Association. The FA and the Parent County Association reserve the right to approve any proposed changes to the Club Rules.
- 6.3. The Club will also 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. These codes of conduct and policies shall be distributed to relevant club members as deemed appropriate by the Executive Committee.
- 6.4. Players are wholly responsible for payment of any player related fines incurred from The FA or Parent County Association.
- 6.5. All players wishing to play for Thorpe St Andrew Football Club must pay an annual membership fee to join the Club, paid to the relevant Strand.
- 6.6. The Club will in addition to this Constitution have its own "Club Rules" that the Club Committee(s) may at their discretion agree and vary as required from time to time. The Club Rules may include but are not limited to rules, procedures and policies relating to:
  - 6.6.1. Medical Emergency
  - 6.6.2. Finance
  - 6.6.3. Branding, website, social media, promotion and communication
  - 6.6.4. Complaints and Disciplinary
  - 6.6.5. Thorpe St Andrew Social Club & Clubhouse

## **7. Club Membership**

- 7.1. The members of the Club from time to time ("Members") shall be those persons listed in the register of members (the "Membership Register") which shall be maintained by the Club Secretary within each Strand.
- 7.2. A Member is either a:
  - 7.2.1. Player Member
  - 7.2.2. Coach Member
  - 7.2.3. Committee Member
  - 7.2.4. Non-playing Member
- 7.3. Any person who wishes to be a Member must apply on the Membership Application Form and deliver it to the Club. Admission to membership shall be at the discretion of the relevant Strand Committee and granted in accordance with the anti-discrimination and equality policies which are in place from time to time. An appeal against refusal may be made to the Executive Committee in accordance with the Complaints Procedure in force from time to time. Membership shall become effective upon an applicant's name being entered in the Membership Register.
- 7.4. A Non-Playing Member is either a parent or guardian of a registered Player Member or an ex-Player Member (that no longer represents the Club in matches).

- 7.5. In the event of a Member's resignation or expulsion, his or her name shall be removed from the Membership Register.
- 7.6. The FA and Parent County Association shall be given access to the Membership Register on demand.

## **8. Membership Fees**

- 8.1. Committee Members, Coach Members and Non-Playing Members shall not be required to pay a Membership Fee
- 8.2. An annual fee payable by each Player Member shall be determined from time to time by the Strand Committees aligned to each Strand and set at a level that will not pose a significant obstacle to community participation. Any fee shall be payable on a successful application for membership and annually by each Member. Fees shall not be repayable.
- 8.3. The Strand Committees shall set the fees for their respective Strand and have the authority to levy further subscriptions from the Members as are reasonably necessary to fulfil the objects of the Club.
- 8.4. Player Members are not eligible to play for or represent the Club unless their Membership Fees have been paid and they are listed in the Membership Register.
- 8.5. The Membership Fee is used to pay for FA affiliation, insurance etc and the general running of the Club. Each team is responsible for the costs of their own training, match fees and playing kit unless otherwise agreed by the relevant Strand Committee.
- 8.6. The Membership Fee may be waived for an individual by a Strand Committee in cases of financial hardship where it is agreed that the fee would be a barrier preventing a player from being a Member.

## **9. Resignation and Expulsion**

- 9.1. A Member shall cease to be a member of the Club if, and from the date on which, he/she gives notice to the Club Committee of his/her resignation. A Member whose annual membership fee or further subscription is more than two (2) months in arrears shall be deemed to have resigned.
- 9.2. The Strand Committee shall have the power to expel a Member when, in its opinion, it would not be in the interests of the Club for them to remain a Member. An appeal against such a decision may be made to the Executive Committee in accordance with the Complaints Procedure in force from time to time.
- 9.3. 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").
- 9.4. Expulsion from any one Strand of the Club will apply equally to all other Strands.

## **10. Club Committees**

The management of the Club shall be the responsibility of the following committees:

- 10.1. An Executive Committee shall be responsible for the management of all affiliation, governance and strategic development of the Club. The Executive Committee shall consist of the following Committee Members:
  - 10.1.1. Chairperson
  - 10.1.2. Vice Chairperson x 3 (Chairperson of the 3 Strand Committees)
  - 10.1.3. Treasurer
  - 10.1.4. Secretary

- 10.1.5. Welfare Officer
- 10.1.6. Charter Standard Coordinator
- 10.2. Three Strand Committees for each of the Club Strands shall be responsible for the management of all football delivery, operations and finances including their own bank account for each of their respective Strands.
- 10.3. The Club Strand Committees shall consist of the following Committee Members:
  - 10.3.1. Chairperson
  - 10.3.2. Vice Chairperson
  - 10.3.3. Treasurer
  - 10.3.4. Secretary
  - 10.3.5. Welfare Officer
  - 10.3.6. Up to five other roles as required by the Strand Committee
- 10.4. For the avoidance of doubt, no one Committee has authority over any other Committee, save for the Executive Committee having the power to delegate affiliation matters to the relevant Strand Committee.
- 10.5. The 3 Vice Chairperson positions of the Executive Committee shall be the standing Chairperson of each Strand Committee.
- 10.6. For all Committees, unless otherwise specifically stated:
  - 10.6.1. Committee Members shall hold office from the date of appointment until the next Annual General Meeting ("AGM") unless otherwise resolved at an Extraordinary General Meeting ("EGM"). One person may hold no more than two positions of Committee Members at any time. The Executive Committee Chairperson may not be a Chairperson from one of the Clubs three Strand Committees.
  - 10.6.2. An outgoing member of a Committee may be re-elected. Any vacancy on a Committee which arises between Annual General Meetings shall be filled by a Member proposed by one and seconded by another of the remaining respective Committee Members and approved by a simple majority of the remaining respective Committee Members.
  - 10.6.3. The position of a Committee Member shall be vacated if such person is subject to a decision of The FA that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.
  - 10.6.4. Any member of a Committee may call a meeting of the Committee by giving not less than seven days' notice to all members of the Committee. Each Committee shall hold not less than four meetings a year.
  - 10.6.5. Committee decisions shall be made by a simple majority of those attending the Committee meeting. The Chairperson shall have a casting vote in the event of a tie. Meetings shall be chaired by the Chairperson or in their absence the Vice Chairperson/Secretary. The quorum for the transaction of business of each Committee shall be not less than half of the current Committee Members.
  - 10.6.6. Any conflicts of interest impacting votes need to be declared by individual Committee Members ahead of the vote taking place. Any person who declares a conflict of interest, or who the Chairperson considers has a material conflict of interest, shall not be entitled to vote on the relevant resolution.
  - 10.6.7. Committee decisions shall be entered in the minute book of the respective Committee to be maintained by the respective Secretary.

- 10.6.8. Save as provided for in the Rules and Regulations of the FA, the Parent County Association and any applicable Competition, the Executive Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club Constitution and the Club Rules.

## **11. Annual and Extraordinary General Meetings**

- 11.1. An AGM shall be held in each year to:
- 11.1.1. receive a report of the activities of the Club over the previous year;
  - 11.1.2. receive a report of the respective Committee's finances over the previous year;
  - 11.1.3. elect the Committee Members of the Committees; and
  - 11.1.4. consider any other business.
- 11.2. Nominations for election of Committee Members shall be made in writing or by email by the proposer and seconder, both of whom must be existing Members of the Club, to the respective Committee Secretary not less than 14 days before the AGM. Notice of any resolution to be proposed at the AGM shall be given in writing or by email to the respective Committee Secretary not less than 14 days before the meeting.
- 11.3. An EGM may be called at any time by the Committee Members and shall be called within 14 days of the receipt by the Committee Secretary of a requisition in writing or email by not less than five Members stating the purposes for which the Meeting is required, and the resolutions proposed. Business at an EGM may be any business that may be transacted at an AGM.
- 11.4. Each registered Member is entitled to attend an AGM or EGM. The Committee Secretary shall send to each Member at their last known address written or email notice of the date of a General Meeting (whether an AGM or an EGM) together with the resolutions to be proposed at least 14 days before the meeting.
- 11.5. The quorum for the transaction of business at an AGM or EGM of each Committee shall be not less than half of the current Committee Members.
- 11.6. The Committee Chairperson, or in their absence the Vice Chairpersons (in the case of the Executive Committee selected by the Committee Members), shall take the chair. Each Member present shall have one vote and, subject to paragraphs 16 and 17, resolutions shall be passed by a simple majority. In the event of a tie of votes the Chairperson of the meeting shall have a casting vote. Any conflicts of interest impacting votes need to be declared by individual Members ahead of the vote taking place. Any person who declares a conflict of interest, or who the Chairperson considers has a material conflict of interest, shall not be entitled to vote on the relevant resolution.
- 11.7. The Committee Secretary, or in their absence another member of the Club Committee, shall enter Minutes of General Meetings into the Minute Book of the Club.
- 11.8. Any member of the Committee may call a meeting of the Committee by giving not less than twenty-one days' notice to all members of the Committee. Where if three quarters of the voting members consent, the EGM can be held at a shorter notice.

## **12. Facilities**

- 12.1. The Strand Committee of the Thorpe St Andrew Football Club Development Phase shall be responsible for all matters relating to the Clubhouse situated on Thorpe

Recreation Ground. Where the other Strands within the Club wish to use the Clubhouse the fee or fees payable by the other Strands will be agreed annually, noting that no other Strand is under any obligation to pay for and make use of the Clubhouse.

- 12.2. The Strand Committee of the Thorpe St Andrew Football Club Foundation Phase shall be responsible for all matters relating to the use of and any associated property and equipment stored at Hillside Avenue Primary School.

### **13. Club Teams**

- 13.1. The Executive Committee shall be responsible for the annual affiliation together with the associated fee for the Club and the Clubs teams. Each Strand will pay the appropriate fee for affiliation of their own teams to the Executive Committee.
- 13.2. At its first meeting following each AGM each Strand Committee shall appoint a Coach Member to be responsible for each of the Club's affiliated football teams. The Coach Members shall be responsible for managing the affairs of the relevant team. Coach Members shall present to their respective Strand Committee at its last meeting prior to an AGM a report of the activities of the team.
- 13.3. Where two or more affiliated teams within any one Strand and age group category of the Club exist, each team will have an identifying name. The identifying name theme shall be decided by the relevant Strand Committee.

### **14. Club Home Kit and Club Badge**

- 14.1. Thorpe St Andrew Football Club Foundation Phase and Development Phase shall play in a home kit consisting of light blue and white vertical striped shirt, navy shorts and navy socks. The Club Badge is dark blue, light blue and white.
- 14.2. Thorpe St Andrew Football Club Women & Girls shall play in a home kit consisting of pink or pink and black shirts, black shorts, and black socks. The Club Badge colours shall be substituted for black and pink where agreed by the Women and Girls Strand Committee. All teams within the Strand should use the same Club Badge colours.
- 14.3. All teams within the Club may choose the colour of their alternative kit in the situation of a home kit colour clash.
- 14.4. It is agreed and the FA have given consent for the Strands to have a transition phase for replacing their playing kits. Whilst all new kits purchased since the signing of this constitution shall meet the requirements of clause 14.1 to 14.3 inclusive, teams are allowed to play in their pre-existing Hillside, Thorpe United and St Andrews playing kits where necessary for the 20/21 and 21/22 seasons.

### **15. Club Finances**

- 15.1. A bank account shall be opened and maintained in the name of Thorpe St Andrew Football Club (the "Club Account") for the use of the Executive Committee. Designated account signatories shall be the Executive Committee Chairperson, Executive Committee Secretary and the Executive Committee Treasurer. No sum shall be drawn from the Club Account unless authorised by two of the three designated signatories by either cheque, electronic payment or cash. All monies payable to the Club shall be received by the Executive Committee Treasurer and deposited in the Club Account.
- 15.2. A bank account shall be opened and maintained in the name of each of the Clubs Strands. For each Strand:

- 15.2.1. Designated account signatories shall be the Chairperson, Secretary and the Treasurer.
- 15.2.2. No sum shall be drawn from the accounts unless authorised by two of the three designated signatories. Sums shall include money as required for cash floats, for example presentation days and tournaments.
- 15.2.3. All monies payable shall be received by the Treasurer and deposited in the account.
- 15.3. The Club Property shall be applied only in furtherance of the objects of the Club. The distribution of profits or proceeds arising from the sale of Club Property to members is prohibited, and no Member shall have any entitlement to any share of any of the income or assets of the Club.
- 15.4. The Club Committees shall have the power to authorise the payment of remuneration and expenses to any Member of the Club and to any other person or persons for services rendered to the Club. However the Club shall not remunerate any Member for playing.
- 15.5. 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.
- 15.6. The Club may also in connection with the sports purposes of the Club:
  - 15.6.1. sell and supply food, drink and related sports clothing and equipment;
  - 15.6.2. employ members (although not for playing) and remunerate them for providing goods and services, on fair terms set by the Executive Committee without the person concerned being present;
  - 15.6.3. pay for reasonable hospitality for visiting teams and guests; and
  - 15.6.4. indemnify the Committees acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club.
- 15.7. The Committees shall each keep their own 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. Each must retain its accounting records for a minimum of six years.
- 15.8. The Committees shall each 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 any Financial Statement shall, on demand, be forwarded to The FA.
- 15.9. The Club Property, the Club Account and the Strands accounts, shall be vested in not less than two and no more than four custodians ("the Custodians"), who shall deal with the Club Property as directed by decisions of the respective Committee and entry in the Minute Book shall be conclusive evidence of such a decision.
- 15.10. One of the Custodians shall be the respective Committee Treasurer. The other Custodians shall be [registered Members] appointed by the Club in a General Meeting and shall hold office until death or resignation unless removed by a resolution passed at a General Meeting.
- 15.11. On their removal or resignation, a Custodian shall execute a Conveyance in such form as is published by The FA from time to time to a newly elected Custodian or the existing Custodians as directed by the Executive Committee. The Club shall, on request, make a copy of any Conveyance available to The FA. On the death of a Custodian, any Club Property vested in them shall vest automatically in the surviving Custodians. If there is only one surviving Custodian, an EGM shall be convened as soon as possible to appoint another Custodian.

- 15.12. The Custodians shall be entitled to an indemnity out of the Club Property for all expenses and other liabilities reasonably incurred by them in carrying out their duties.

## **16. Amendments to this Constitution**

- 16.1. Any resolution to amend this Constitution shall be only proposed at a General Meeting of the Club (including the Executive and all Strands) and shall be carried by a majority of three quarters of the Members present. No resolution to amend this Constitution shall be effective without due regard to clause 6.2 and if it would result in the Club breaching any applicable laws or regulations or losing where applicable charitable status including any applicable Football Association regulations.
- 16.2. Any amendments to this Constitution shall take effect from the date of the resolution unless otherwise specified in the resolution. The Secretary of the Executive Committee shall promptly provide a copy of the amended Constitution to each Member (or make it available to Members via the Club's website) and to any third parties as required (including, where applicable, the Charity Commission and the Football Association).

## **17. Dissolution**

- 17.1. A resolution to dissolve the Club or an individual Strand shall be only proposed at a General Meeting of the Club (including the Executive and all Strands) or individual Strand respectively and shall be carried by a majority of at least three-quarters of the registered Members present.
- 17.2. The dissolution shall take effect from the date of the resolution and the members of the relevant Committee shall be responsible for the winding up of the assets and liabilities of the Club or Strand.
- 17.3. Should one or more of the Clubs Strands be dissolved the Club Property referable to that Strand, including league cups and trophies, shall be shared equally between the remaining Strand(s) or as otherwise as agreed at the General Meeting.
- 17.4. Should the Club be dissolved the net assets and funds, including league cups and trophies shall be surrendered to Norfolk County Football Association Limited. These may be distributed, in consultation with the Executive Committee, or may be held in trust for a period of not less than five years. After the expiration of five years the Association may dispose of assets and/or cups and trophies to the benefit of football or a charitable cause.



**18. Adoption of this Constitution**

This constitution was adopted/amended and agreed during the following General Meetings:

Hillside Rovers which at the meeting on *[insert date of meeting]* became Thorpe St Andrew Football Club Foundation Phase.

St Andrews Football Club which at the meeting on *[insert date of meeting]* became Thorpe St Andrew Football Club Development Phase.

Thorpe United which at the meeting on *[insert date of meeting]* became Thorpe St Andrew Football Club Women & Girls.

**Thorpe St Andrew Football Club agreed this Club Constitution on**

**Executive Committee:**

Signed Chairperson \_\_\_\_\_ Date

Signed Secretary \_\_\_\_\_ Date

**Thorpe St Andrew Football Club Foundation Phase:**

Signed Chairperson \_\_\_\_\_ Date

Signed Secretary \_\_\_\_\_ Date

**Thorpe St Andrew Football Club Development Phase:**

Signed Chairperson \_\_\_\_\_ Date

Signed Secretary \_\_\_\_\_ Date

**Thorpe St Andrew Football Club Women & Girls:**

Signed Chairperson \_\_\_\_\_ Date

Signed Secretary \_\_\_\_\_ Date