

Winchester Walking Football Club Constitution

1. NAME

The Club shall be called Winchester Walking Football Club

2. OBJECTIVES

Winchester Walking Football Club, hereafter known as “The Club”, is constituted as a non-profit Members Club, all monies raised will be used for the benefit of the Club.

The objectives of the Club are to promote physical health and well-being through provision of facilities, promoting the game of Walking Football, and arranging matches and social activities for its members meeting The Club’s Code of Conduct.

Words importing the masculine gender shall include the feminine gender, and words importing the singular number include the plural and vice versa.

3. MANAGEMENT

The affairs of The Club shall be run in accordance with the Winchester Walking Football Club constitution.

4. DATA PROTECTION

The Club shall be fully compliant with the Data Protection Act 2018 and ensure the 8 DPA principles are applied.

5. STATUS OF RULES

This constitution forms The Rules which are a binding agreement between each member and The Club. The Rules also include a Code of Conduct which forms appendix (i)

6. RULES AND REGULATIONS

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 Constitution of the Winchester Walking Football Club and the rules of Walking Football Competitions in which The Club participates, for the time being in force.

7. CLUB MEMBERSHIP

(a) All players of walking football must be registered members of The Club

- (b) Age: The minimum age of full members (Players) shall be 50 years. There is no upper age limit; only players of the permitted age may represent The Club in matches and tournaments.
- (c) Players under 50 years may be permitted to join The Club as Associate Members, depending on circumstances and if approved by the Committee.
- (d) The subscription year runs from 1st June to 31st May
- (e) The members of The Club are those persons listed in the register of members (the “Membership Register”) which shall be maintained by The Club Secretary.
- (f) Any person who wishes to be a member must apply on the Membership Application Form and deliver it to The Club Secretary. Election to membership shall be at the discretion of The Club Committee. An appeal against refusal may be made to The Club Committee. Membership shall become effective upon an applicant’s name being entered in the Membership Register.
- (g) In the event of a member’s resignation or expulsion, his or her name shall be removed from the Membership Register.
- (h) A full register of club members will be held by The Club.
- (i) Members shall provide name, address, contact number, email (if available), and proof of date of birth.
- (j) Non-members may turn up and play without being registered at the discretion of The Committee.
- (k) The Committee shall have the power to terminate or suspend the membership of any Member or to exclude any Member whom it considers guilty of a breach of this constitution; including misconduct and offensive behaviour to any other Member.
- (l) Members must adhere to this Constitution at all times.

8. ANNUAL MEMBERSHIP FEE AND CHARGES

- (a) An annual fee payable by each member shall be determined from time to time by The Club Committee 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.
- (b) Annual Membership Subscriptions at the given rates are payable to The Treasurer by 31st May. Subscription rates will be reviewed annually, and charges proposed for the ensuing year shall be approved by the Annual General Meeting.
- (c) Any member not paying by 1st July will not be entitled to benefits of membership until he/she has paid. If he/she has not paid by 31st July, he/she shall cease to be a member.

(d) Annual Membership Subscriptions enable Full Members to access (subject to payment for training sessions, matches, events, etc.):

- Playing at Club training sessions,
- Being considered for selection for matches and tournaments
- Participation in all Club activities
- Representing The Club at matches

(e) Annual Membership Subscriptions enable Associate Members to access (subject to payment for training sessions, matches, events, etc.):

- Playing at Club training sessions
- Participation in all Club activities
- Being considered for selection and representing The Club at matches where there are no age limits

(f) Costs of the training sessions, matches, events, etc. will be set by The Committee and reviewed regularly to ensure cost recovery. To enable this in the first instance, Club Members shall pay a contribution by Standing Order on the 1st day of each month towards weekly training sessions, to be set at an appropriate level so as not to cause hardship. Members may also have the facility to pay weekly as and when they attend. Should any player become injured to the extent that they are unable to attend weekly practice sessions they have the right to cancel their Standing Order from the date of their next payment. Upon that player's resumption of training they should revert to paying on the day at the rate of £3.50 per week until such time as they are happy to resume full time attendance when they should reset up their Standing Order on the 1st day of the following month after their return.

(g) The Club Committee shall have the authority to request further subscriptions from the members as are reasonably necessary to fulfil the objectives of The Club.

9. 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 annual membership fee or further subscription is more than two (2) 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 them to remain a member. An appeal against such a decision may be made to The Club Committee.

10. CLUB COMMITTEE

(a) The Club Committee shall consist, as a minimum, of the following Club Officers: Chairperson, Treasurer, Club Secretary, Health and Safety Officer and an ad hoc member. All shall be elected at an Annual General Meeting ("AGM")

(b) Each Club Officer and Club Committee Member shall hold office from the date of appointment until the next AGM unless otherwise resolved at an Extraordinary General

Meeting (“EGM”). One person may hold no more than two (2) 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 Club Committee meeting, unless pre-agreed by The Committee. 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 agreed Committee member in their absence; quorum for the transaction of the business of The Club Committee shall be three (3).

(c) Decisions of The Club Committee shall be entered into the Minute File of The Club to be maintained by The Club Secretary.

(d) Any member of The Club Committee may call a meeting of The Club Committee by giving not less than seven (7) days’ notice to all members of The Club Committee. The Club Committee shall hold not less than four (4) meetings per year.

(e) An outgoing member of The Club committee may be re-elected. Any vacancy on The Club Committee which arises between AGMs shall be filled by a member proposed by one (1) and seconded by another one (1) of the remaining Club Committee members and approved by simple majority of the remaining Club Committee members.

(f) The Club Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning The Club Constitution and Rules.

11. ANNUAL AND EXTRAORDINARY GENERAL MEETINGS

(a) An AGM shall be held in each year to:

- (i) receive a report of the activities of The Club over the previous year;
- (ii) receive a report of The Club’s finances over the previous year;
- (iii) elect members of The Club Committee and
- (iv) consider any other business

(b) Nominations for election of members as Club Officers or as members of The Club Committee shall be made in writing by the proposer and seconder, both of whom must be existing members of The Club, to The Club Secretary not less than 21 days before the AGM. Notice of any resolution to be proposed at the AGM shall be given in writing to The Club Secretary not less than 21 days before the Meeting.

(c) An EGM may be called at any time by The Club Committee and shall be called within 21 days of the receipt by The Club Secretary of a requisition in writing, signed by not less than five (5) 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.

(d) The Secretary shall send to each member at their last known email address written notice of the date of a General Meeting (whether an AGM or an EGM) together with resolutions to be proposed at least 14 days before the meeting.

(e) The quorum for a General Meeting shall be eight (8).

(f) The Chairperson, or in their absence a member selected by The Club Committee, shall take the chair. Each member present shall have one vote per resolution and resolutions shall be passed by a simple majority. In the event of an equality of votes, the Chairperson of the Meeting shall have a casting vote.

(g) The Club Secretary, or in their absence a member of The Club Committee, shall record the Minutes of General Meetings and place them into the Minute File of The Club.

12. CLUB TEAMS

The appointed member responsible for any team competition shall be responsible for managing the conduct and affairs of the team on behalf of The Club Committee. Team members shall be responsible for their own costs of travel and entry fee.

13. 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 Treasurer and the Assistant Treasurer. No sum shall be drawn or paid from The Club Account except by authorisation of The Treasurer or The Assistant Treasurer. All monies payable to The Club shall be received by The Club Treasurer or Assistant Treasurer and deposited in The Club Account.

(b) Club Property shall be used only in furtherance of the objectives of The Club. The distribution of profits or proceedings arising from the sale of Club Property to members 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 in connection with the sports purposes of The Club:

(i) pay for reasonable hospitality for visiting teams and guests; and

(ii) indemnify The Club Committee and members acting properly in the course of the running of The Club against any liability incurred in the proper running of The Club (but only to the extent of its assets),

(iii) provide sporting equipment, coaching, courses, insurance cover, medical treatment and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.

(e) The Club shall keep accounting records for recording the fact and nature of all payments and receipts 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 (6) years.

(f) The Club shall prepare an annual “Financial Statement”. The Financial Statement shall be verified by The Club Committee and shall be approved by members at a General Meeting.

14. DISSOLUTION

- (a) A resolution to dissolve The Club shall only be proposed at a General Meeting and shall be carried by the majority of a least three-quarters of the members present.
- (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 surplus assets remaining after the discharge of the debts and liabilities of The Club shall be transferred to another Club, a Competition, or an appropriate community-based organisation.

Winchester Walking Football Club - Code of Conduct

Introduction

Walking football is designed to help adults maintain an active lifestyle, as well as getting those back playing football who had to stop due to injuries. As the name suggests, walking football is football at walking pace and anyone that sprints, runs or jogs while the ball is in play will be penalised with a free-kick awarded to the other team. Despite this, the game is still competitive and play can be extremely tactical, favouring those players who take their time and read the pitch around them.

Medical disclaimer

Each participant acknowledges that there are risks associated with their participation in any walking football session, as with any game of football, including increased heart stress and the chance of musculoskeletal injuries. Through participation in the organised session you confirm that, to your knowledge, you have no physical conditions, ailments or disability that would preclude your participation in such activities. A physician's examination is recommended for any participant who has any exercise restrictions, prior to participating

Participant obligations

- Pay your match fee prior to each session
- Adhere to the rules of the game
- Display/promote high standards of positive behaviour
- Always respect the decision of the referee/coach and fellow players
- Never engage in offensive, insulting or abusive language or behaviour
- Avoid bullying, intimidating and poor behaviour

Termination

We reserve the right, at our sole discretion, to refuse a participant entry to a walking football session in the following circumstances:

- You breach the terms or any other requirements set out on the **Participant obligations** in any manner and at any time
- You are suspended or barred (on an interim or permanent basis) from any football activity pursuant to the rules and regulations of The FA, including, but not limited to, The Football Association's Safeguarding Children Regulations, The Football Association's Safeguarding Vulnerable Adults Policy and The Football Association's Equality Policy
- You act in any manner which brings The Club, or the game of football, into disrepute