



maidstone united

FOOTBALL CLUB

CLUB CONSTITUTION/RULES

1. NAME

The name of the Club shall be Maidstone United Football Club.

The club will comprise of two distinct constituent parts.

The first part; shall be the professional club formed as a limited company and operating and trading as Maidstone United Football Club Limited (registered number 3720814). Within this part will remain full ownership and operational rights of the Stadium, the stadium management company and all commercial activity relating to Maidstone United Football Club Limited. In addition, all football related work related to the further development of Maidstone United Football Club Limited will reside within the first part; this to include the reserve team and players and any activity relating to the Ryman Football league, the Kent league or any future league in which Maidstone United Football Club Limited shall participate.

The professional Club will direct the long-term development strategy, the objectives for the club and the football training policy.

It is agreed that when and if practicable, financial support for specific activities and development work will be given by the first part to the second at the approval of the directors of the first part

The second part; shall be Maidstone United Youth Development and Sports and Social Activity Club formed by the merger of the Maidstone United Football Club and Maidstone Rangers Football Club and is described as follows:-

Maidstone Rangers Football Club shall merge with Maidstone United Football Club and shall form the Maidstone United Youth Development Section and henceforth become part of Maidstone United and be bound by this constitution.

The merged club will retain its identity as a Football, Sports and Social Club producing teams playing in the local Maidstone Leagues and the Kent Youth League or any League that the club may enter in the future.

The Second part shall not be bound by the requirements of the Limited Company (the First part) save for the long term Football development strategy, set down objectives for the club and the football training policy as directed by the professional Club.

It is set down and confirmed that the second part shall have no financial obligations to the first part save for the repayment of any loans made by the first part to the second part under agreed conditions confirmed in writing.

For reference, it is recorded that a number of other football club names have been formed and are incorporated into Maidstone United Football Club. These are Maidstone United Rangers Football Club, Maidstone United Royals Football Club, Maidstone United Rovers Football Club, Maidstone United Raiders Football Club and Maidstone United Rascals Football Club, all of which are now subsidiary to the overall club, Maidstone United Football Club. The name of South Park Rangers Football Club shall continue to be registered and retained by The Club to prevent its use by others.

All Club(s) shall be affiliated to the Kent County Football Association.

2. OBJECTIVE

The object of the Club shall be to provide facilities, promote the game of association football and other sporting activities, to arrange matches and social activities for its members and participation of the whole community in the sport of association football.

3. STATUS OF RULES

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

4. CLUB COLOURS

The Club colours shall be Amber shirts with black shorts and Amber and Black socks, which will be supplied by The Club. The change colours are to be "All White". All kit provided will remain The Club's property.

5. RULES & 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 Rules and Regulations of The Football Association Limited (The FA), County Football Association to which the Club is affiliated (Parent County Association) and legal Competitions in which the Club participates, for the time being in force.

The Club is registered as a Community Amateur Sports Club (CASC) with the Inland Revenue.

Maidstone United Football Club (The First Part) shall abide by the regulatory and fiscal requirements required of a limited company.

6. ALTERATION TO RULES

No alteration to the Club Rules/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/Constitution. When it is proposed to alter any of the Club Rules/Constitution, notice of the proposal must be given to every Committee member at least 7 days prior to the date fixed for the next meeting.

7. CHILD PROTECTION

The Club will abide by The FA's Child Protection Policies and Procedures, Codes of Conduct and the Equal Opportunities and Anti-discrimination Policies as shall be in place from time to time.

8. CLUB MEMBERSHIP

The members of The Club shall be those persons listed in the Register of Members (the Membership Register) which shall be maintained by the Club Secretary (or other delegated person) and open to The FA and Parent County Association on demand.

Membership shall be open to any player wishing to play football with the consent of the Club Committee. There shall be no limit to the number of members. Any person who wishes to be a member of the Club must apply on the Club Membership Form and deliver it to The Club.

Election to membership shall be at the discretion of the Club Committee and granted in accordance with the anti-discrimination and equality policies, which are in place. Membership shall be effective upon an applicant's name being entered in the Membership Register and payment of the annual Membership fee. In the event of a member's resignation or expulsion, his/her name will be removed from the Membership Register.

Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, or of age, sex, ability or disability except as a necessary consequence of the requirements of association football or other sporting activities.

The Club 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. An appeal against refusal or expulsion may be made to the Club Committee in accordance with the Complaints Procedure in force and decided by a majority vote.

9. ANNUAL MEMBERSHIP FEE

With the exception of the shareholders and employees of Maidstone United Football Club Limited (The First Part), an annual membership fee, payable by each member, shall be determined 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 successful application for membership of The Club and annually, thereafter, by each member. Fees are not repayable or refundable unless agreed by the Club Committee.

The Club Committee shall have the authority to levy further fees against the members as are reasonably necessary to fulfil the objects of the Club.

In the absence of doubt; employees and shareholders of the professional club, Maidstone United Football Club Limited (The First Part) including the First Team, the Reserve Team players and team management shall not pay annual membership fees as they are deemed employees of the company.

10. RESIGNATION & EXPULSION

A member shall cease to be a member of the Club from the date on which, he/she gives notice to the Club Committee of their resignation. A member, whose annual membership fee or further subscription is more than 2 months in arrears, shall be deemed to have resigned from The Club.

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 in accordance with the Complaints Procedure in force.

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's Property).

11. SUBSCRIPTIONS

As designated by the definitions within clause one and clause nine, the Constitution requires that members within the second part shall pay such fees as determined at the Annual General Meeting. Membership Fees are payable annually. Match and training fees must be paid at each game or training session. Once the team managers collect monies, these monies must be paid to the Treasurer on or before the next Committee meeting. If the team managers are unable to attend the Committee meetings for any reason, all monies shall be passed to the Treasurer or another Committee member, before the meeting for submission to the Treasurer at said meeting. The Club will pay all membership fees due to the Kent County Football Association.

12. CLUB COMMITTEE

As set out in clause one, the club is constituted in two parts:

Maidstone United Football Club Limited (The First Part) is and shall be governed by the rules of a limited company and managed by the Board of Directors under the guidance of the Chairman and Managing Director to the satisfaction of its shareholders. The board will appoint management and support staff as required to fulfil the objectives of Maidstone United Football Club Limited.

It is foreseen and recognised that some of these staff will have roles overlapping with the needs of the second part. These roles are defined within the Maidstone United Football Club Structure plan.

The second part, which will be directed in its policy by the first part as set down in Clause One, will be managed by a Club Executive Committee and elected sub committee's.

The management and officers of the Limited company will not be bound by the decisions of the club executive committee save where their work is related to a role in the second part.

Each Club Committee member 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 2 positions of Club Officer at any time.

The Club Committee shall meet at such times as they think proper and 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 meetings. The Chairman of the Club shall have a casting vote in the event of a tie. The meetings of the Club Committee shall be chaired by the Chairman or in their absence, the Vice Chairman. The quorum for the transaction of business for the Club Committee shall be 7.

Decisions and minutes of the Club Committee shall be recorded and maintained by the Club Secretary.

Any member of the Club Committee may call a meeting of the Club Committee by giving not less than 7 days notice to all Club Committee members. The Club Committee shall hold not less than 4 meetings a year.

Any outgoing member of the Club Committee may be re-elected. A member proposed by one and seconded by another of the remaining Committee members and approved by a simple majority of the remaining Club Committee members shall fill any vacancy on the Club Committee, which arises between Annual General Meetings. The Committee may appoint and co-opt such members as they think proper.

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/Constitution.

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.

13. ANNUAL & EXTRAORDINARY GENERAL MEETINGS

An Annual General Meeting (AGM) of the Youth Development Section (The Second part) shall be held no later than 31 August in each year to receive a report on the activities of the Club over the previous year; to receive a report and pass the Club finances over the preceding financial year which shall end on 30 June in each year; to elect members for the Club Committee; and to consider any other business.

Nominations for election of members as Club Officers or as members of the Club Committee shall be made in writing by a 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.

An Extraordinary General Meeting (EGM) may be called at any time by the Club Committee and shall be called within 7 days of receipt of a requisition in writing to the Club Secretary signed by not less than 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 as an AGM.

The Secretary shall send to each Club Committee member written or email notice of the date of an AGM or EGM, together with the resolutions to be proposed, at least 21 days before the meeting.

The quorum for an AGM or EGM shall be 7.

The Chairman or in their absence, their nominated representative shall take the chair. Each member present shall have one vote and a simple majority shall pass resolutions. In the event of an equality of votes, the Chairman of the meeting shall have a casting vote. The Club Secretary or in their absence a member of the Club Committee, shall record and maintain minutes of AGM's and EGM's.

14. CLUB TEAMS

At the AGM, the Club Committee shall appoint a Club member as Team Manager and an Assistant Team Manager who will be responsible for each of the Club's football teams. The appointed members shall be responsible for managing the affairs of the team. The appointed members shall present to the Maidstone United Director of Football, the Youth Development Officer and the Board of the Limited Company at the last meeting prior to an AGM, a written report on the activities of the teams during the past Season. It is the responsibility of the Club Executive Committee to appoint/terminate Team Managers or their Assistants at any time.

15. CLUB FINANCES

For the Second Part, a bank account shall be opened and maintained in the name of Maidstone United Football Club (Youth Section) this to become the Club Account. In the First part, the existing bank account/s of Maidstone United Football Club Limited will remain under the control of the limited company only.

For the second part, designated account signatories shall be the Club Treasurer or other such Committee Member as appointed by at least three other Executive Committee Members. No sum shall be drawn from the Club account except by cheque, signed by designated signatories or by Direct Banking by authorised pass code. All monies payable to the Club shall be received by the Treasurer and deposited in the Club account(s). Any monies including deposits submitted by members for social events will be kept in trust in a separate bank account and used solely for the purpose intended.

The income and assets of the Club (the Club property) shall be applied only in furtherance of the objectives of the Club. The distribution of profits or proceeds arising from the sale of Club Property to members is prohibited.

The Club committee shall have the power to authorise the payment of remuneration and expenses to any person or persons for services rendered to the Club on production of a valid receipt (although the Club in the second part shall not remunerate any member (excluding expenses) for playing). All surplus income or profits are re-invested in the Club.

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.

The Club may also in connection with the sports purposes and the objectives and football development strategy of the Club as set out in clause one -

- (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; and
- (iv) 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)

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.

The Club shall prepare an annual Financial Statement for year ended 30 June in each year in such form as required and shall be approved by members at an AGM.

The Club property, other than the Club account, shall be vested in not less than two and no more than four custodians, one of whom shall be the Treasurer who shall deal with the Club property as directed by decisions of the Club Committee. A record in the Club's minutes shall be evidence of such a decision.

The custodians shall be appointed by the Club at the AGM and shall hold office until death or resignation unless removed by a resolution passed at an AGM.

Upon their removal or resignation, the custodian shall execute a conveyance in such form as is published by the Football Association to a newly elected custodian or the existing custodians as directed by the Club 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. A custodian 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. CLUB SECRETARY

The Club Secretary or any other designated person shall keep and maintain the Membership Register and minutes of all Club Committee meetings. The Secretary shall call all meetings of the Club and take charge generally of all books and records belonging thereto except those of the Treasurer.

17. CLUB TREASURER

The Club (The Second Part) Treasurer shall conduct the financial business of the Club and administer the bank accounts in the name of Maidstone United Youth Development Section.

The Financial Director of the Limited company will control the fiscal affairs of the Club (the First part) without reference to the second part in accordance with the UK legal requirements and the Articles of Association of the limited company.

18. TEAM PARENTS AND SOCIAL MEMBERS

One parent per team (not a Committee member) shall act as a Team Parent and Social Member to bring to the notice of the Club Committee, any suggestions or constructive criticism that may arise in the course of the season.

19. SELECTING PLAYERS

Members selected to play will be notified and if unable to play, they must notify their manager as soon as possible. Any member failing to notify non-availability may be liable to a one-match suspension.

20. SIGNING PLAYERS

All members are reminded that it is a serious offence to approach or attempt to approach players signed by another Club during the playing season.

21. LAWS OF THE GAME

All members must play according to the laws of the game and have due regard to the Club's Codes of Conduct. They are also bound by the rules of any competition or league they may participate in. The Club Secretary and Team Managers hold copies of such rules.

22. BEHAVIOUR

The Club is liable for the behaviour of our players, supporters and both shall at all times behave in a manner befitting the Club. Foul and abusive language will not be tolerated. The referee and assistant referee decisions are final and dissent should not be shown. All fines for cautions and being sent from the field of play will be paid by the players/supporters concerned. Due respect should be given to other persons property, changing rooms, transport and kit. Please refer to the Club's Codes of Conduct.

23. DISCIPLINARY PROCEDURES

The Club Committee have the power to require any member of the Club, including those on the Club Committee, the Team Managers and their Assistants, to appear before them to answer any charges of misconduct to the detriment of The Club or which may bring the Club's name into disrepute and may fine, suspend or expel such members as they think fit. The member involved will be given a verbal warning by the Club Chairman or his/her representative and requested to resolve the issue within 7 days, subject to any extension agreed by them. If the member fails to resolve the issue within the agreed timeframe, the Club will issue a written warning and the member suspended until further notice. A committee meeting will take place within 21 days of the date of the letter, where the member will attend to answer the charges raised. The committee meeting will proceed with or without the members' attendance and a decision made, subject to receipt of all necessary information/evidence. At such meetings, 3 shall form a quorum. The findings of the meeting will be confirmed to the member in writing within 7 days.

Suspension shall mean that the member shall not represent the Club in any way during the period and the member shall not attend training sessions, matches or committee meetings. The decision of the Committee shall be final.

24. PERSONAL PROPERTY

The Club will accept no liability for loss or damage to player's personal property and belongings.

25. INSURANCE

The Club has Public Liability and Personal Accident insurance covers in place via Kent County Football Association.

26. DISSOLUTION

A resolution to dissolve the Club shall only be proposed at an Annual General Meeting or Extraordinary General Meeting and shall be carried by a majority of 75% of the members present.

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.

In the event of the dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities 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:-

- a) a registered charitable organisation(s)
- b) another club which is a registered CASC
- c) the sports national governing body for use by them for related community sports

27. DATA PROTECTION ACT 1998

Any information provided to the Club by members will remain strictly private and confidential in accordance with the Data Protection Act 1998.

28. GENERAL

The Club Committee, whose decision shall be final, shall deal with any matters not covered by the above Club Rules/Constitution.

We the undersigned, certify that this is a true copy of the Club Rules/Constitution of Maidstone United Football Club Limited and its sister Clubs.

NAME

POSITION

SIGNATURE

DATE

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