



CULLERCOATS COMMUNITY
FOOTBALL CLUB

CONSTITUTION

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1. NAME

1.1. The name of the club is Cullercoats Community Football Club (the 'Club')

2. OBJECTS

2.1. The main purposes of the Club are to provide facilities for and to promote participation in the amateur sport of football in North Tyneside and the surrounding areas. The Club is open to the whole community without discrimination.

2.2. To foster community spirit by providing facilities and resources in the interest of social welfare, recreation and leisure time occupation for local residents of the whole community.



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3. POWERS

The Club holds the following powers, which may be exercised only in promoting the objects:

- 3.1. To promote or carry out research.
- 3.2. To provide advice.
- 3.3. To publish or distribute information.
- 3.4. To cooperate with other bodies.
- 3.5. To support, administer or setup other charitable functions.
- 3.6. To raise funds (but not by means of taxable trading).
- 3.7. To borrow money and give security for loans (but only in accordance with any restrictions imposed by the Charities Act 2011).
- 3.8. To acquire or hire property of any kind.
- 3.9. To let or dispose of property of any kind (but only in accordance with any restrictions imposed by the Charities Act 2011).
- 3.10. To make grants or loans of money and to give guarantee.
- 3.11. To set aside funds for special purposes or as reserves against future expenditure and development.
- 3.12. To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification).
- 3.13. To delegate the management of investments to a financial expert, but only on terms that:
 - 3.13.1. The investment policy is recorded in writing for the financial expert by the Club Management Team,
 - 3.13.2. Every transaction is reported promptly to the Management Team,
 - 3.13.3. The performance of the investments is reviewed regularly with the Management Team,
 - 3.13.4. The Management Team is entitled to cancel the delegation arrangement at any time,
 - 3.13.5. The investment policy and the delegation arrangement are reviewed at least once per year,
 - 3.13.6. All payments due to the financial expert are on a scale or at a level which is agreed in advance and are reported promptly to the Management Team upon receipt of same,
 - 3.13.7. The financial expert must not do anything outside the powers of the Management Team.
- 3.14. To insure the Club's property against any foreseeable risk and take out other insurance policies to protect the Club where required.
- 3.15. To insure members of the Management Team against the costs of a successful defence to a criminal prosecution brought against them in their Club role(s),



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or against personal liability incurred in respect of any act or omission which is, or is alleged to be a breach of trust or breach of duty (unless the member concerned knew that, or was reckless whether the act or omission was a breach of trust or a breach of duty).

- 3.16. Subject to clause 11.2, to employ paid or unpaid agents, staff or advisors.
- 3.17. To enter into contracts to provide services for or on behalf of other bodies.
- 3.18. To pay the costs of forming the Club.
- 3.19. To do anything else within the law which promotes or helps to promote the objects of the Club.



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4. MEMBERSHIP

- 4.1. Membership of the Club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.
- 4.2. The Members of the Club from time to time shall be those persons listed in the register of members (the 'Membership Register') which shall be maintained by the Club Secretary. The Club may have different classes of membership and subscription on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating.
- 4.3. Application is made electronically using the Membership Application Form, available on the Club website.
- 4.4. The Management Team may refuse membership, or remove it, only for good reason, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to the Management Team.
- 4.5. Every member over the age of eighteen will have a vote. Membership shall become effective upon an applicant's name being entered into the Membership Register.
- 4.6. In the event of a member's registration or expulsion, his or her name will be removed from the Membership Register.
- 4.7. The FA and Parent County Club shall be given access to the Membership Register on demand.
- 4.8. Membership of the Club is not transferable.



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5. RESIGNATION AND EXPULSION

- 5.1. A member shall cease to be a member of the Club if, and from the date on which he/she gives notice to the Management Team of his/her resignation. A member whose annual membership fee or further subscriptions is more than two (2) months in arrears shall be deemed to have resigned.
- 5.2. The Management Team 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 Management Team in accordance with the Complaints Procedure in force from time to time.
- 5.3. A member who resigns or is expelled shall not be entitled to claim any (or share of any) of the donations and/or assets of the Club (the 'Club Property').



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6. GENERAL MEETINGS

- 6.1. All members are entitled to attend general meetings of the Club in person, or (in the case of a member organisation) through an authorised representative.
- 6.2. General meetings are called by 21 clear days' written notice to the members specifying the business to be transacted.
- 6.3. There is a quorum at a general meeting if the number of members (or authorised representatives) personally present is at least 15 or 15% of the members if greater).
- 6.4. The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 6.5. Except where otherwise provided in this Constitution, every issue at a general meeting is determined by a simple majority of the votes cast by the members present in person, or (in the case of a member organisation) through an authorised representative.
- 6.6. Except for the Chair of the meeting, who has a second or casting vote, every member present in person or (in the case of a member organisation) through an authorised representative is entitled to one vote on every issue.
- 6.7. An AGM must be held in every year (except that the first AGM may be held at any time within 18 months after the formation of the Club).
- 6.8. At an AGM the Members:
 - 6.8.1. Receive the accounts of the Club for the previous financial year,
 - 6.8.2. Receive the report of the Management Team on the Club's activities since the previous AGM,
 - 6.8.3. Elect 'Elected Management Team Members' to replace those retiring from office,
 - 6.8.4. Elect from among the members of the Club, the Chair of the Club for the following year,
 - 6.8.5. Appoint an auditor or independent examiner for the Club where required,
 - 6.8.6. May confer on any individual (with his or her consent) the honorary title of Patron, President or Vice President of the Club,
 - 6.8.7. Discuss and determine any issues of policy or deal with any other business put before them.
- 6.9. An Extraordinary General Meeting (EGM) may be called at any time by the Management Team and must be called within 14 days after a written request to the Management Team from at least 10 members.



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7. THE MANAGEMENT TEAM

- 7.1. The Club Management Team has control of the Club and its property and funds.
- 7.2. The Management Team when complete consists of at least five and not more than fifteen individuals, all of whom must be members (but must not be paid employees) of the Club, i.e.
 - 7.2.1. Chairperson,
 - 7.2.2. Vice Chairperson,
 - 7.2.3. Treasurer,
 - 7.2.4. Secretary,
 - 7.2.5. Assistant Secretary,
 - 7.2.6. Up to ten other members, elected at an Annual General Meeting.
- 7.3. Each Club Officer and Club Management Team 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').
- 7.4. The Club Management Team shall be responsible for the management of all the affairs of the Club. Decisions of the Management Team shall be made by a simple majority of those attending the Management Team meeting.
- 7.5. Meetings of the Management Team shall be chaired by the Club Chairperson, or in their absence, the next senior Club member present.
- 7.6. Decisions of the Management Team at meetings shall be entered into the 'Minute Book' of the Club which is maintained by the Club Secretary.
- 7.7. Any member of the Management Team may call a meeting of the Management Team by giving not less than seven days' notice to all members of the Management Team.
- 7.8. An outgoing member of the Management Team may be re-elected. Any vacancy on the Management Team which arises between Annual General Meetings shall be filled by a member proposed by one and seconded by another of the remaining Management Team members and approved by a simple majority of the remaining Management Team members.
- 7.9. Save as provided for in the Rules and Regulations of the FA, the Parent County Club and any applicable Competition, the Management Team shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club Rules.
- 7.10. 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 taking part in any football activity relating to the administration, or management of a football club.



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- 7.11. In the event of the Club seeking to become an unincorporated charitable association, the Constitution must be updated to reflect the change AND an Extraordinary General Meeting must be called with requisite advanced notice.
- 7.12. Thereafter, every Management Team member must sign a declaration of willingness to act as an unincorporated charitable association trustee before he or she is eligible to vote at any (future) meeting of the Management Team.

8. MANAGEMENT TEAM MEETINGS

- 8.1. The Management Team must hold at least 4 meetings each year.
- 8.2. A quorum at a Management Meeting is 3 members.
- 8.3. A Management Team meeting may be held either in person or through electronic means agreed by the Management Team in which each participant may communicate with all other participants.
- 8.4. Every issue may be determined by a simple majority of the votes cast at a Management Team meeting, but a resolution which is in writing and signed by all members of the Management Team is valid as a resolution passed at a meeting and, for this purpose, the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 8.5. Except for the chair of the meeting, who has a second or casting vote, every Management Team member has one vote on each issue.



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9. CLUB TEAMS

- 9.1. At its first meeting following each AGM, the Management Team shall appoint a Club Member to 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 Management Team at it's last meeting prior to an AGM, a written report of the activities of the team.

10. POWERS OF THE MANAGEMENT TEAM

The Management Team has the following powers in the administration of the Club:

- 10.1. To appoint a Treasurer and other honorary officers.
- 10.2. To delegate any of their functions to sub-committees consisting of two or more persons appointed by them (but at least [one] member of every sub-committee must be a Management Team member and all proceedings of sub-committees must be reported promptly to the Management Team).
- 10.3. To make Standing Orders consistent with this Constitution to govern proceedings at general meetings.
- 10.4. To make Rules consistent with this Constitution about the Management Team and sub-committees.
- 10.5. To make Regulations consistent with this Constitution about the running of the Club (including the operation of bank accounts and the commitment of funds).
- 10.6. To resolve or establish procedures to assist the resolution of disputes within the Club
- 10.7. To exercise any powers of the Club which are not reserved to a general meeting.



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11. PROPERTY AND FUNDS

- 11.1. The property and funds of the Club must be used only for promoting the Objects and do not belong to the members of the Club or the Management Team. All surplus income or profits are to be re-invested in the Club. No surpluses or assets will be distributed or given to third parties.
- 11.2. No Management Team member may receive any payment of money or other material benefit (whether direct or indirect) from the Club except:
- 11.2.1. Under clauses 3.15 (indemnity insurance) and 11.2.6 (fees),
 - 11.2.2. Reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Club,
 - 11.2.3. Interest at a reasonable rate on money lent to the Club,
 - 11.2.4. A reasonable rent or hiring fee for property let or hired to the Club,
 - 11.2.5. An indemnity in respect of any liabilities properly incurred in running the Club (including the costs of a successful defence to criminal proceedings),
 - 11.2.6. Any Management Team member who possesses specialist skills or knowledge, and any firm or company of which such a person is a member or employee, may charge and be paid reasonable fees for work carried out for the Club on the instructions of the other Management Team members, but (i) only if the procedure prescribed by clause 11.3 is followed in selecting the member, firm or company concerned and setting the fees and (ii) provided that this provision may not apply to more than one half of the Management Team members in any financial year,
 - 11.2.7. Subject to clauses 7.11 and 7.12; in the case of an individual member, unincorporated charitable association benefits in his or her capacity as a beneficiary,
 - 11.2.8. Subject to clauses 7.11 and 7.12; in exceptional cases, other payments or material benefits (but only with prior written approval of the unincorporated charitable association).
- 11.3. Whenever a Management Team member has a personal interest in a matter to be discussed at a Management Team meeting, the Management Team member must:
- 11.3.1. Declare an interest before discussion begins on the matter,
 - 11.3.2. Withdraw from that part of the meeting unless expressly invited to remain in order to provide information,
 - 11.3.3. Not be counted in the quorum for that part of the meeting,
 - 11.3.4. Withdraw during the vote and have no vote on the matter,



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- 11.4. Funds which are not required for immediate use or which will be required for use at a future date must be placed on deposit or invested in accordance with clause 3.12 until needed.
- 11.5. Investments and other property of the Club may be held:
- 11.5.1. In the names of the Management Team members for the time being (or in the name of the Management Team if incorporated under the Charities Act 2011),
 - 11.5.2. In the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Management Team or a financial expert acting on their instructions,
 - 11.5.3. Subject to clauses 7.11 and 7.12; in the name of a least two and up to four holding trustees for the Club who must be appointed (and may be removed) by a resolution of the Management Team,
 - 11.5.4. In the name of a trust corporation as a holding trustee for the Club, which must be appointed (and may be removed) by deed executed by the Management Team,
 - 11.5.5. In the case of land, by the Official Custodian for Charities under an order of the Commission or the Court.

12. RECORDS AND ACCOUNTS

- 12.1. Subject to clauses 7.11 and 7.12; the Management Team must comply with the requirements of the Charities Act 2011, as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Commission of:
- 12.1.1. Annual Reports,
 - 12.1.2. Annual Returns,
 - 12.1.3. Annual Statements of Account.
- 12.2. The Management Team must keep proper records of:
- 12.2.1. All proceedings at General Meetings,
 - 12.2.2. All proceedings at Management Team Meetings,
 - 12.2.3. All reports of sub-committees,
 - 12.2.4. All professional advice obtained.
- 12.3. Annual reports and statements of account relating to the Club must be made available for inspection by any member of the Club.
- 12.4. A copy of the latest available statement of account must be supplied to any person who makes a written request and pays the Club's reasonable costs (as required by the Charities Act 2011).



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13. NOTICES

- 13.1. Notices under the Constitution may be sent by hand, or post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or [national] newspaper [circulating in the area of benefit] or in any newsletter distributed by the Club.
- 13.2. The address at which a member is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).
- 13.3. Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:
 - 13.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - 13.3.2. Two clear days after being sent by first class post to that address,
 - 13.3.3. Three clear days after being sent by second class post or overseas post to that address,
 - 13.3.4. On the date of publication of a journal or newspaper containing the notice,
 - 13.3.5. On being handed to the member [or its authorised representative] personally or, if earlier,
 - 13.3.6. As soon as the member acknowledges actual receipt.
- 13.4. A technical defect in the giving of notice of which the members or the Management Team members are unaware at the time does not invalidate decisions taken at a meeting.

14. AMENDMENTS

- 14.1. This Constitution may be amended at a general meeting by a [two-thirds] majority of the votes cast, but,
- 14.2. The members must be given [21] clear days' notice of the proposed amendments.
- 14.3. No amendment is valid if it would make a fundamental change to the Objects or to this clause or destroy the charitable status of the Club.
- 14.4. Clauses 11.2 and 11.3 may not be amended without the prior written consent of the Commission.



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15. INCORPORATION

- 15.1. The Management Team may apply to the Commission under the Charities Act 2011 for a certificate of incorporation relating to the Management Team, but only after consulting the members at a general meeting.
- 15.2. The members at a general meeting may authorise the Management Team to transfer the assets and liabilities of the Club to a limited company established for exclusively charitable purposes within, the same as or similar to the Objects and of which the members of the Club will be entitled to be members.
- 15.3. On a transfer under clause 15.2 the Management Team must ensure that all necessary steps are taken as to:
 - 15.3.1. The transfer of land and other property,
 - 15.3.2. The novation of contracts of employment and transfer of pension rights and,
 - 15.3.3. The trusteeship of any property held for special purposes.

16. DISSOLUTION

- 16.1. If at any time the members at a general meeting decide to dissolve the Club, the members of the Management Team will remain in office and will be responsible for the orderly winding up of the Club's affairs.
- 16.2. After making provision for all outstanding liabilities of the Club, the Management Team must apply the remaining property and funds in one or more of the following ways:
 - 16.2.1. Upon dissolution of the club any remaining assets shall be given or transferred to another registered CASC, a registered charity or the sport's governing body for use by them in related community sports.
- 16.3. Subject to clauses 7.11 and 7.12; a final report and statement of account relating to the Club must be sent to the Commission.



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17. INTERPRETATION

17.1. In this Constitution:

17.1.1. 'AGM' means an Annual General Meeting of the members of the club,

17.1.2. 'Area of benefit' means North Tyneside,

17.1.3. 'The Club' means the Management Team and Members,

17.1.4. 'Authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Club,

17.1.5. 'The beneficiaries' means residents of North Tyneside,

17.1.6. 'The Chair' means the chair of the Club elected at the AGM,

17.1.7. 'Charity Trustees' has the meaning prescribed by section 97(1) of the Charities Act 2011,

17.1.8. 'Clear day' means 24 hours from midnight following the triggering event,

17.1.9. 'The Commission' means the Charity Commission of England and Wales,

17.1.10. 'The Management Team' is the governing body of the Club,

17.1.11. 'EGM' means the Extraordinary General Meeting,

17.1.12. 'Financial Expert' means an individual, company or firm who is an authorised or an exempted person within the meaning of the Financial Services Act 1986,

17.1.13. 'Fundamental Change' means such a change as would not have been within the reasonable contemplation of a person making a donation to the Club,

17.1.14. 'Material Benefit' means a benefit which may not be financial but has a monetary value,

17.1.15. 'Member' and Membership' refer to membership of the Club,

17.1.16. 'Months' means calendar months,

17.1.17. 'Objects' means the objects of the Club as defined in clause 2 of the Constitution,

17.1.18. 'Taxable trading' means carrying on a trade or business on a continuing basis for the purpose of raising funds and not for the purpose of actually carrying out the Objects,

17.1.19. 'Written' or 'In Writing' refers to a legible document on paper including an electronically sent document or message,

17.1.20. 'Year' means a calendar year.

17.2. References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.



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ADOPTED AT A MEETING HELD

AT: CULLERCOATS COMMUNITY FOOTBALL CLUB (VIA ZOOM)

ON: TUESDAY 30TH JUNE 2020

NAME: GARY STEPHENSON (CHAIRPERSON)

ADDRESS: ST. MARY'S AVENUE, WHITLEY BAY, TYNE & WEAR, NE26 1TB

OCCUPATION: SAFEGUARDING MANAGER

SIGNED:



WITNESSED

NAME: CRAIG WILLIAMSON (CLUB SECRETARY)

ADDRESS: WOODBINE AVENUE, WALLSEND, NE28 8HB

OCCUPATION: ADULT CARER

SIGNED:

WITNESSED

NAME: JOHN SYMONS (CLUB TREASURER)

ADDRESS: MONKS WOOD, NORTH SHIELDS, NE30 2UA

OCCUPATION: FINANCIAL DIRECTOR

SIGNED:

