



## **DORKING WANDERERS YOUTH FOOTBALL CLUB CONSTITUTION**

### **NAME**

1. The Club shall be called '**Dorking Wanderers Youth Football Club**' ("DWYFC")

### **OBJECT**

2. The objects of the Club shall be to provide facilities for young people resident in Dorking and the surrounding area to play and promote the game of Association Football (hereafter called "football"), to arrange matches and social activities for its members, and community participation in the same. This is to be effected by training and coaching football skills under Club supervision in accordance with The Football Association Limited ("the FA") rules and guidelines, and where applicable, to play in local Football Leagues approved by the Club

### **ETHOS**

3. At the Club:
  - We keep children in our care safe
  - We place the wellbeing and happiness of each player above everything, including winning
  - We are inclusive and give all children the opportunity to enjoy playing football
  - We trust and respect every player to help them build their self-esteem
  - We encourage each player to accept responsibility for their own behaviour and performance
  - We never tolerate any form of bullying
  - We show respect to others involved in the game including match officials, team-mates, opposition players, coaches, managers, officials and spectators
  - We adhere to the Football Association laws and spirit of the game
  - We promote fair play and high standards of behaviour
  - We assist our children to develop their football skills
  - We encourage children to understand their role as part of a team, we encourage teamwork and to value all of your teammates
  - We are gracious in victory and defeat

### **STATUS OF RULES**

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



## **RULES AND REGULATIONS**

- a. 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 Regulation of The Football Association Limited, Surrey County Football Association and Leagues and Competitions in which the Club participates, for the time being in force.
- b. No alteration to the DWYFC Constitution shall be effective without approval of the DWYFC committee in accordance with agreed voting rights
- c. The Club will abide by The FA's Safeguarding Children Policies and Procedures, Codes of Conduct and the Equal Opportunities and Anti-Discrimination Policy as shall be in place from time to time.

## **MEMBERSHIP AND SUBSCRIPTIONS**

5. The following persons shall be eligible for membership:
  - a. Players of age 17 and under who shall register as playing members for DWYFC, whose registration shall be accepted by the Committee ("Playing Members")
  - b. Parents or Legal Guardians of any Playing Member and any other adult who supports the objects of the Club and who shall be elected to Membership by the Committee ("Adult Members")
  - c. Honorary Life Members who may be elected at an Annual General Meeting or Extraordinary General Meeting
6. On or before 1st September each year:
  - a. Each Playing Member (or Adult Member on behalf of a Playing Member) will submit to the Committee a completed registration form and will pay a registration fee for each season of an amount as the Management Committee may from time to time decide
  - b. The Committee may, at its discretion, elect or register further Adult members at any time during the year.
7. The Committee shall be empowered to expel any Member (Playing or Adult) from the Club in the event that he/she fails to pay the registration fee or subscription in accordance with the payment date(s) in place, or if in the opinion of the Committee he/she is guilty of any act, omission or conduct which is likely to be detrimental to the interests of the Club or to discredit the Club (including content posted on social media).
8. An annual fee payable by each member shall be determined from time to time by the 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 (or in accordance with staggered payment as authorised by the Committee). Fees shall not be repayable.



9. The Committee shall have the authority to levy further subscriptions from the members as are reasonably necessary to fulfil the objects of the Club
10. Any fine incurred by a player due to poor discipline will be paid by the club and it is expected that the playing member reimburses the club within 7 days of the fine being paid. Failure to reimburse the club may result in suspension from playing until the fine has been re-paid in full.

## OFFICERS

11. The Officers of the Club shall be the following:
  - a. Chairperson
  - b. Club Secretary
  - c. Treasurer
  - d. Registration Secretary
  - e. Child Welfare Officer (CWO)
  - f. Deputy CWO
  - g. Discipline Officer
  - h. Team Managers (or stated administrative representatives)
  - i. Up to 3 further Adult Members as appropriate
12. The tenure of the Chairperson will be 2 years from election, all other Officers will be 1 year from election
13. The Adult Members of the Club shall at each Annual General Meeting of the Club elect the Officers who form the Committee, from among the members nominated by them. Each Adult Member shall be entitled to nominate one representative to fill each vacancy. Nominations shall be made verbally at the Annual General Meeting. Each nomination must be seconded and the member nominated must either agree verbally at the Meeting or in writing (e.g. by text/email) to the Club Secretary prior to the meeting to serve if elected.
14. The Officers and other members of the Committee shall be elected for the period from their date of election to the date of the Annual General Meeting next following their election or the duration of their tenure, whichever is the greater. Upon expiry of this period they shall retire but be eligible for re-election.
15. In the event that a casual vacancy shall arise among the Officers, the Committee may appoint such Member of the Club as it shall think fit to fill such casual vacancy. Any member so appointed shall vacate office at the Annual General meeting next following their appointment but will be eligible for re-election.
16. Save as provided for in the Rules and Regulations of The FA, the Parent County Association and any applicable Competition, the Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Constitution.



17. The position of an Officer shall be vacated if such a 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.
18. The position of an Officer shall be vacated if such a person is deemed by the Chairperson and/or CWO to be ineligible to continue their role for reasons of behaviour, compliance with the Constitution, bringing the club into disrepute or other misdemeanours as determined reasonable by the Committee.

## THE COMMITTEE

19. The management and affairs of DWYFC shall be vested in the Committee.
20. The Committee shall consist of the Officers
21. No business shall be transacted at any meeting of the Committee unless a quorum is present. Four members of the Committee shall constitute a quorum.
22. The Committee may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting of the Committee shall be decided by a voting method. All Committee Members will be eligible to vote though each age group team representative may use only one vote. All business will be recorded in the Minutes.
23. Constitutional voting (those matters affecting the Constitution) can take place at any time by any medium (email, telephone, face-to-face etc.) – all eligible voting members will have a right to vote on constitutional matters and notice will be provided to that effect – i.e. immediate decisions of a constitutional nature cannot be made unless all voting members have cast a vote
24. Where non-constitutional matters requiring a vote are known before a meeting where the vote will take place then proxy votes can be made via email/text/telephone to the Club Secretary if the voting member cannot attend the meeting. Such matters do not require a full voting membership to be carried/rejected.
25. Non-constitutional matters raised at a meeting requiring a vote will be voted on there and then with absent voting members missing the vote
26. A vote will be carried if a majority of voting members is attained (including any proxy votes where relevant) or rejected if not. In event of a tie then status quo will be retained with a re-vote requested based on material changes. Subsequent re-votes can be requested at later meetings if the voting membership in attendance, or by proxy, increases (i.e. no gaming of the voting to re-vote when people cannot attend).
27. The voting membership is all agreed Committee members (noting only one vote per age group)
28. The Secretary (or officer facilitating the Committee meeting if the Secretary is not present) has the final decision on voting method/process at the time of the vote (though note no officer has a “casting vote” in addition to their own voting right).
29. The Secretary shall give each member of the Committee not less than seven days’ notice of each meeting, or specially convened meeting, specifying the general nature to be conducted there.



## MEETINGS OF MEMBERS

30. An AGM shall be held in each year to
  - a. receive a report of the activities of DWYFC over the previous year;
  - b. receive a report of the DWYFC finances over the previous year;
  - c. elect members of the Committee;
  - d. and consider any other business.
31. The Annual General Meeting (AGM) shall be held within three months of the end of the playing season in each year on such date the Management Committee shall decide.
32. Extraordinary General Meetings (EGM) may be convened jointly by the Chairperson and Club Secretary, or by the Committee (by agreement) whenever it thinks fit
33. No business shall be transacted at an AGM or EGM unless a quorum is present. Eight Committee members shall constitute an AGM or EGM quorum.
34. In the case of both AGM and EGM, seven days' notice at the least, specifying the day, hour and place of meeting and the general nature of the business to be transacted there, and in the case of the Annual General Meeting specifying the Meeting as such, will be given in writing (e.g. via email) to the Committee members by the Club Secretary.
35. The voting method for Committee meetings applies to the AGM or EGM.

## ACCOUNTS

36. The income of the Club and any surplus arising therefrom shall be applied for the purposes set out in 2 above.
37. 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
38. The Club's financial year will end 31st May in each year
39. At each Annual General Meeting the Treasurer will submit audited accounts for the financial year immediately preceding any such Annual General Meeting to the members for approval
40. The Club may also in connection with the sports purposes of the Club:
  - a. sell and supply food, drink and related sports clothing and equipment;
  - b. 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;
  - c. pay for reasonable hospitality for visiting teams and guests; and
  - d. 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).



## INVESTMENTS

41. The Committee shall be authorised to hold all sums of money belonging to the Club and invest or deposit the same in such manner in all respects as it may from time to time decide and shall not be restricted as regards such investment to the investments for the time being authorised by law for the investment of Trust Funds

## TRUSTEES

42. The Management Committee may from time to time appoint two or more from among its members to act as Trustees for the Club to hold any securities on behalf of the Club or to execute any documents to be completed on behalf of the Club

## SELECTION OF PLAYERS

43. The selection of players for each team shall be the sole responsibility of the Team Manager

## PLAYING TIME

44. We are inclusive of children at all abilities and strive to give them all the opportunity to enjoy playing football. All children that regularly attend training can expect to regularly play in matches; at the manager's discretion on match days the aim is for all children to play at least 50% of the match if they wish to.

## MATCH/COMPETITION FEES

45. Each playing member may be required to pay a match fee in each game or competition for which they are selected to play. The amount of match fees to be decided by the Management Committee from time to time. Competition fees will be determined by each competition entered and will be advised and collected by the Team Manager.

## PRIVACY NOTICE

46. DWYFC ("we", "our", "us") take privacy very seriously.

This Privacy Notice sets out how we use and look after the personal information we collect. We are the data controller, responsible for the processing of any personal data given to us. We take reasonable care to keep your information secure and to prevent any unauthorised access to or use of it.

47. What personal data we hold

Personal data means any information about an individual from which that individual can be identified.

We collect, use, store and transfer some personal data of our participants [and their parents or guardians], and other Club members.

Information is provided about our participants when they register with the Club, and by filling in forms at an event or online, or by corresponding with us by phone, e-mail or otherwise.



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The information given to us may include your name, date of birth, address, e-mail address, phone number, gender, and the contact details of a third party in the case of emergency. We may also ask for relevant health information, which is classed as special category personal data, for the purposes of players' health, wellbeing, welfare and safeguarding. Where we hold this data it will be with the explicit consent of the participant or, if applicable, the participant's parent or guardian.

Where we need to collect personal data to fulfil Club responsibilities and it is not provided, we may not be able honour or administer membership.

### 48. Why we need personal data

We will only use personal data for any purpose for which it has been specifically provided.

The reason we need participants' and members' personal data is to be able to run the football club and arrange matches; to administer memberships, and provide the membership services signed up to when participants register with the club. Our lawful basis for processing personal data is that we have a contractual obligation to the participant or member to provide the services they are registering for.

We have set out below, in a table format, a description of all the ways we plan to use personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

<b>Purpose/ Processing Activity</b>	<b>Lawful Basis for processing under Article 6 of the GDPR.</b>
processing membership forms and payments/ subs	Performance of a contract
organising matches	Performance of a contract
sending out match or Club information and updates	Performance of a contract
sharing data with coaches, managers or officials to run training sessions or enter events	Performance of a contract
sharing data with leagues we are in membership of, county associations and other competition providers for entry in events	Performance of a contract
sharing data with committee members to provide information about club activities, membership renewals or invitation to social events	The Club has a legitimate interest to maintain member and participant correspondence for club community purposes.
sharing data with third party service or facility providers	The Club has a legitimate interest to run the organisation efficiently and as it sees fit. Provision of some third party services is for the benefit of the Club, participants and its members.
sharing anonymised data with a funding partner as condition of grant funding e.g. Local Authority	The Club has a legitimate interest to run the organisation efficiently and as it sees fit. Application for funding is a purpose that benefits the Club, participants and its members.
publishing match and league results	Consent. We will only publish personal data in a public domain, including images and names, if we



	have been given consent by the participant for us to do so. In the case of children under the age of 13 then only with written consent of parent/guardian
sending out marketing information such as newsletters and information about promotions and offers from sponsors	Consent. We will only send direct marketing to an existing member, participant or other associated individual and they have not previously objected to this marketing, or, they have actively provided consent to do so.
To ensure we understand possible health risks	Consent. We will only process details on participant's medical history with their consent, or the consent of the parent/guardian.

#### 49. Who we share personal data with

When somebody becomes a member of the Club, their information, if they are a coach or volunteer will be or if another participant may be (depending upon which league(s) the relevant team plays in) entered onto the Whole Game System database, which is administered by the FA. We also pass information to the County FA and to leagues to register participants and the team for matches, tournaments or other events, and for affiliation purposes.

We may share personal data with selected third parties, suppliers and sub-contractors such as referees, coaches or match organisers. Third-party service providers will only process personal data for specified purposes and in accordance with our instructions.

We may disclose personal information to third parties to comply with a legal obligation; or to protect the rights, property, or safety of our participants, members or affiliates, or others.

The Club's data processing may require personal data to be transferred outside of the UK. Where the Club does transfer personal data overseas it is with the sufficient appropriate safeguards in place to ensure the security of that personal data.

#### 50. Protection of personal data

We have put in place appropriate security measures to prevent personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

#### 51. How long we hold personal data

We keep personal data on our participants and members while they continue to be a participant or member or are otherwise actively involved with the Club. We will delete this data 1 year after a participant or member has left or otherwise ended their membership or affiliation, or sooner if specifically requested and we are able to do so. We may need to retain some personal data for longer for legal or regulatory purposes. The personal data that is stored on Whole Game System is subject to their privacy policy so we advise you review that policy together with this notice. If anybody would like their personal data to be deleted from Whole Game System then please contact them.



52. Rights regarding personal data

As a data subject the participant/member may have the right at any time to request access to, rectification or erasure of your personal data; to restrict or object to certain kinds of processing of their personal data, including direct marketing; to the portability of their personal data and to complain to the UK’s data protection supervisory authority, the Information Commissioner’s Office about the processing of their personal data.

As a data subject they are not obliged to share their personal data with the Club. If they choose not to share their personal data with us we may not be able to register or administer their membership.

We may update this Privacy Notice from time to time and will inform any changes in how we handle the personal data.

If there are any questions about this Privacy Notice then please contact the Club Secretary.

**AMENDMENTS TO THE CONSTITUTION**

53. Amendments to this Constitution can be made at any time with the support of not less than three quarters of Adult Members

**DISSOLUTION**

54. 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 at least three-quarters of the Adult Members present

55. The dissolution shall take effect from the date of the resolution and the members of the Committee shall be responsible for the winding up of the assets and liabilities of the Club

56. Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to the parent Association who shall determine how the assets shall be utilised for the benefit of the game of Association Football

**DECLARATION**

57. It is hereby certified that this document represents the most recent version of the Constitution of Dorking Wanderers Youth Football Club

Signed.....**Chairperson**

Signed.....**Club Secretary**

Date.....