



Effingham & Leatherhead RFC

EFFINGHAM & LEATHERHEAD RUGBY FOOTBALL CLUB

RULES

1. NAME

- 1.1 The Club shall be called Effingham & Leatherhead Rugby Football Club, which may be abbreviated to the Logo form - *Effingham & Leatherhead RFC*. {"the Club"}

2. CONSTITUTION

The Club shall be an unincorporated association established for the benefit of Members.

2.2 Objects

The objects of the Club shall be the playing and promotion of rugby football within the community covering the catchment area of Effingham & Leatherhead and the promotion of social activities among its Members. The mission of the Club is to play and sustain quality rugby throughout all age groups and have a strong social involvement with both its Members and the local community.

2.3 Property

The property and funds of the Club cannot be used for the direct or indirect private benefit of members other than as reasonably allowed by the Rules.

2.4 Powers

The Club may provide sporting, related social facilities and other ordinary benefits consistent with the objects of the Club.

2.5 The Club may also in connection with the objects of the Club:

- (1) own and/or control property, funds and other assets
- (2) sell and supply food, drink and related sports clothing and equipment;
- (2) employ members (though not for playing) and remunerate them for providing goods and services, on fair terms set by the Management Board without the person concerned being present;
- (3) pay for and/or provide hospitality and entertainment;
- (4) indemnify the Management Board 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).

(5) hold licenses or permit or to employ members or legal entities owned and/or controlled by the Club to hold a license or licenses on behalf of the Club from government and related agencies

3. AFFILIATION

- 3.1 The Club shall be affiliated to the English Rugby Football Union, the Surrey County Rugby Football Union, the London Society of Rugby Football Referees and any other body that the Management Board, or the Club in General Meeting, may from time to time deem appropriate for the effective administration and operation of the Club.
- 3.2 All rugby played by the Club shall be in accordance with the rules and regulations of the Rugby Football Union.

4. COLOURS

- 4.1 The Club's playing colours shall consist of predominantly green and gold jerseys with white collar, green and gold stockings, and black shorts ("the Club colours"). Except where otherwise directed, all Members when playing for the Club shall wear the Club colours.
- 4.2 All playing Members shall be responsible for the maintenance of their own kit, notwithstanding that the Club may, from time to time, provide some or all kit for one or more of the Club's teams.

5. MANAGEMENT BOARD

- 5.1 Subject to these Rules the Management Board shall have responsibility for the management of the Club, its funds, property and affairs.
- 5.2 The organisation and running of the Club shall be managed by a Management Board, which shall consist of the following:

President	Chairman
Secretary	Treasurer
Facilities Manager	Social Manager
Sponsorship and Promotions Manager	Director of Rugby
Senior Section Representative	Junior Section Chairman
Mini Section Chairman	Welfare or Child Protection Officer

who are the officers of the Club ("the Officers")

Powers

- 5.3 The Management Board has the power to:
- (1) acquire and provide grounds, equipment, coaching, training and playing facilities, clubhouse, transport, medical and related facilities;
 - (2) provide coaching, training, medical treatment, and related social and other facilities;
 - (3) take out any insurance for club, employees, contractors, players, guests and third parties;
 - (4) raise funds by appeals, subscriptions, match fees, loans and charges, subject to clauses 5.4 and 5.5, and organisation of lotteries;

- (5) borrow money and give security for the same, and open bank accounts, subject to clauses 5.4 and 5.5;
- (6) buy, lease or licence property and sell, let or otherwise dispose of the same;
- (7) make grants and loans and give guarantees and provide other benefits;
- (8) set aside or apply funds for special purposes or as reserves;
- (9) deposit or invest funds in any lawful manner;
- (10) delegate its powers to such Sub – Committees or individual members of the Club as is deemed appropriate for the effective administration and operation of the Club.
- (11) employ and engage staff and others and provide services that may include taking out and holding licenses on behalf of the Club;
- (12) create, own and operate legal entities owned and/or controlled by the Club to advance the objects as defined in clause 2;
- (13) co-operate with or affiliate to any bodies regulating or organising rugby football, sport and the local community, any club or body involved with rugby football, sport and the local community and with government and related agencies;
- (14) do all other things reasonably necessary to advance the objects as defined in clause 2;

None of the above powers may be used other than to advance the purposes consistently with the Rules and the general law.

- 5.4 The Management Board shall, by unanimous decision, have powers to borrow monies from Members, up to a cumulative limit of £50,000, having due regard to the Club's ability to service the resulting debt, only on terms that are significantly more beneficial to the Club than are available commercially from third parties
- 5.5 The Management Board shall, by unanimous decision, have powers to borrow monies from external third parties up to a cumulative limit of £15,000, having due regard to the Club's ability to service the resulting debt. The borrowing of monies in excess of the cumulative limit of £15,000 may be carried out by the Management Board only on the authorisation of an Annual General Meeting ("AGM") or a Special General Meeting ("SGM"), and only if the authorisation is agreed by a 2/3rds majority vote.
- 5.6 The liability for any debt arising as a result of such borrowings shall be jointly shared by all Members entitled to vote at a AGM or SGM, pro rata to the Annual Subscription for such class of Member as a proportion of the total Annual Subscription for all Members. For this purpose only, Honorary Members shall count as if they were Vice Presidents.

Organisation

- 5.7 The Management Board shall meet monthly, usually on the first Monday of each month and at such other times as may be decided by the Management Board. The Chairman shall act as chairman of the meeting, or in his absence an Officer nominated by the Chairman or decided by those present at the meeting. Management Board meetings shall be held in person. The Management Board may decide its own way of operating.

- 5.8 A quorum shall be five Officers. Each Officer shall have one vote and decisions shall be decided by majority vote of those present unless otherwise specified herein. The chairman of the meeting shall have one vote except that he shall have an additional casting vote if necessary.
- 5.9 The Management Board shall have the power, by unanimous vote, to fill vacancies occurring in the Officers for the time being until the next AGM, and to co-opt additional members, for such purposes and at such times as it may decide. Such co-opted members shall have no vote.
- 5.10 Any Committee member may be re-elected or re-coopted without limit.
- 5.11 Any member of the Management Board not attending for three consecutive meetings of the Management Board for good cause shall be liable to cessation of membership of the Management Board at the discretion of the Chairman, who can demand an explanation in writing be sent to the Secretary, or if the non attending member shall be the Secretary, to the Chairman, and whether that explanation is satisfactory shall be considered satisfactory at the next meeting of the Management Board. The issue shall be decided upon majority vote and the result of such vote shall be final.
- 5.12 Whenever a Committee member has a personal interest in a matter to be discussed the member must declare it, withdraw from that part of the meeting (unless asked to stay), not be counted in the quorum for that agenda item and withdraw during the vote and have no vote on the matter concerned.
- 5.13 Annual club reports and statements of account must be made available for inspection by any member and all club records may be inspected by any Committee member.

Sub – Committees

- 5.14 The Management Board may delegate any of their functions to Sub – Committees but the Management Board must define the terms of reference of the Sub –Committee(s) from time to time, to manage the various aspects of the Club's activities, and to appoint a Chairman of such Sub – Committees. The Chairman of such Sub – Committees shall report to the Management Board as required by the Management Board. The Management Board may wind up any sub-committee at any time or to change its mandate and operating terms.
- 5.15 Any member of any Sub - Committee not attending for three consecutive meetings of such Sub - Committee for good cause shall, unless an explanation sent in writing to the Chairman is considered by such Chairman to be satisfactory, cease to be a member of that Sub - Committee. An appeal, either in writing or by personal appearance, may be made by such member to the next meeting of the Management Board, where the issue must be decided by a majority vote of the members present. Any vacancy so occurring, or by any other cause, shall be filled by the Management Board in such manner as it may decide.
- 5.16 The Management Board and Sub – Committee(s) will have due regard to the law on disability discrimination and child protection.

6. ACCOUNTING

- 6.1 The Club's financial year shall commence on 1 July and end on 30 June next following. The Treasurer shall make a report to the normal monthly meeting of the Management Board, and at such other time as the Management Board requires, on the financial position of the Club as between one meeting and the next. Annual

Accounts shall be drawn up at the end of each financial year and shall be approved by the Management Board prior to auditing. The Auditor, prior to presentation to the AGM, shall audit the Annual Accounts.

7. MEMBERSHIP

- 7.1 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. The Management Board may refuse membership, or revoke membership, only for good cause.
- 7.2 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.
- 7.3 The members of the Club are expected to uphold the ethos of the IRB Playing Charter and comply with the relevant Codes of Conduct. Where members fail to uphold the ethos of the IRB Playing Charter and the relevant Codes of Conduct, the Management may invoke the Club's Disciplinary Procedure.

Categories

- 7.4 The Membership Year shall run from 1 July until 30 June next following. The Club shall consist of categories of as follows:
- (1) A Senior member is a playing member aged 18 years or more on 1st September {"the Age Date"} in the Membership Year and plays for the Club on more than four occasions during the season.
 - (2) A Student Senior Playing member is a playing member aged 18 years or more but less than 24 years on the Age Date, and who is in full-time education during the Membership Year, and plays for the Club on more than four occasions during the season.
 - (3) A Senior Playing Occasional member is a playing member aged 17 years or more on the Age Date and plays for the Club on less than four occasions during the season.
 - (4) A Student Junior Playing member is a playing member aged 17 years or more but less than 18 years on the Age Date, and who is in full-time education during the Membership Year, and plays for the Club on more than four occasions during the season.
 - (5) A Family member is one or more playing member(s) aged less than 17 years on the Age Date, and one or two parent(s) or legal guardian(s) of such playing member(s).
 - (6) A Vice President is a person invited by the Management Board to become such a member.
 - (7) A Non-Playing member is a person of any age who does not play rugby for the Club.
 - (8) A Non-Playing Occasional member is a person of any age who does not play rugby for the Club and who, at the discretion of the Management Board, is invited to become such a member.

- (9) An Honorary member is a person elected by the Management Board to such membership.

The spouse or partner of a Member may accompany the Member to the Club as temporary member, but shall have no right to vote.

Application

- 7.5 Application for membership of the Club by Senior, Student Senior Playing, Senior Playing Occasional, Non-Playing and Non-Playing Occasional members shall be submitted in writing to the Membership Secretary or to the Secretary. An Application shall be made on a form provided by the Club and shall be accompanied by the appropriate subscription. The Management Board shall have the right to limit the number of Senior or Student Senior Playing, Senior Playing Occasional, Non-Playing and Non-Playing Occasional members in any Membership Year should it feel that the resources of the Club are insufficient to match the requirements of such Members. Should this situation arise, the subscription will be returned in full.
- 7.6 Application for Family membership, and Student Junior Playing membership for those under the age of 18 on the Age Date, shall be submitted in writing at the official registration day or days set aside for such purposes at the beginning of each playing year, or should a Member wish to join subsequently, in writing to the Membership Secretary for the age group relevant to the prospective Member. Applications shall be made on a form provided by the Club, with all details completed, and accompanied by the appropriate subscription. The Management Board shall have the right to limit the number of Family and Student Junior Playing members in any Membership Year should it feel that the resources of the Club are insufficient to match the requirements of such Members. Should this situation arise, the subscription will be returned in full.
- 7.8 Vice President membership shall be by invitation from the Management Board. Such invitation shall be to such persons as are agreed unanimously by those members present at a meeting of the Management Board at which not less than eight members are present. Although there shall be no restrictive criteria relating to Vice President membership, such membership will normally be offered to those who have rendered special services to the Club.
- 7.9 Honorary Life membership shall be by election by the Management Board. Such election shall be of such persons as are agreed unanimously by those members present at a meeting of the Management Board at which not less than eight members are present. Honorary Life membership shall be offered only to such persons, who have rendered exceptional, and usually long term, services to the Club.
- 7.10 Membership of the Club, whether temporary or otherwise, shall commence immediately but the member can buy alcoholic drinks only, (provided they are over 18) if that person has been a member of the Club for at least 48 hours.
- 7.11 By becoming a Member of the Club, the member or the members will allow the Club to hold details of the membership to comply with any relevant legislation.

Temporary Membership

- 7.12 Each member or supporter of a visiting rugby club shall become a temporary member of the Club for the day of the visit only. It shall be deemed that every member or supporter of a visiting Rugby Club against whom a fixture against whom a fixture is listed in the Handbook or notified on the notice board or website is a temporary member.

- 7.13 Members may bring one or more guests to the Club and such guests shall become temporary members for the day of the visit only. Any guest may attend the Club in this capacity on no more than four (4) occasions, after which they are expected to apply for permanent membership.
- 7.14 Temporary membership confers no voting rights upon such member.

Termination of Membership

- 7.15 Members shall cease to be Members of the Club in the following circumstances:

7.15.1 By Resignation:

Any Member may resign from membership of the Club by giving notice in writing to that effect to any member of the Management Board. Should notice be given after 1 October, the Member shall be liable for the Annual Subscription in full, or such other sum as the Management Board may decide.

7.15.2 By Expulsion:

Any Member may be expelled from the Club by the unanimous opinion of the Management Board on recommendation from the Disciplinary Sub - Committee if that Member has exhibited conduct or character that is unbecoming of a Member, or is likely to bring the Club's name or sport into disrepute taking into account any relevant Codes of Conduct. The Secretary shall issue an expulsion notice ("the Notice") in writing setting out the cause. A demand to expel any Member, signed by not less than twenty (20) Members may be sent to the Secretary, containing particulars of the circumstances giving rise to the demand. The Secretary shall serve the Notice in writing to the Member. In either case the Member may resign, or submit an appeal setting out the grounds in writing to the Secretary. The member will be allowed to address the next meeting of the Management Board, who will decide the question by a 2/3rds majority. Within twenty-one (21) days of the Meeting of the Management Board, the Member may request the Secretary to convene a SGM. At the SGM, a 2/3rds majority of those present shall be required to confirm the expulsion. This series of steps, collectively or individually, from the issue of the Notice to holding the SGM is "the appeal process". During the time between the date of the Notice and the final determination the Member shall be suspended from the Club (except insofar as the appeal procedure is concerned). The Member shall be reinstated if the expulsion is not confirmed at either the Management Board or the SGM.

7.15.3 By non-payment of the Annual Subscription by 15 November or Cessation of Standing Order or Direct Debit:

Any person who has failed to pay the Annual Subscription by 15 November of the Membership Year or who ceases to make a payment by standing order or direct debit will cease forthwith to be a Member. That person shall not be nominated for membership again unless all subscription arrears due have been paid along with other additional fee or fine as the Management Board may in its discretion determine. The Management Board may waive part or this all of this sub clause only on the recommendation of the Director of Rugby and/or in extenuating circumstances, and only by unanimous decision.

7.15.4 Upon dissolution of the Club:

Membership of the Club shall terminate if a resolution is passed in accordance with Clause 10, except in so far as it is necessary to carry out actions in connection therewith.

Refusal of Membership

7.16 A person who wishes to appeal against refusal of membership of the Club under Clause 7.5 ("the applicant") will be deemed to be a member for the purposes of the appeal process only. The Secretary will issue an Expulsion Notice ("the Notice"). The applicant will then follow the appeal process described in clause 7.14.5.2 above. The person refused membership may be permitted to become a Member if either the Management Board or the SGM overturns the refusal of membership.

8. ANNUAL SUBSCRIPTION AND MATCH FEE

8.1 The Annual Subscription and Match Fees or the Annual Subscription to include the Match Fee for each category of Member shall be determined by the Members at the Annual General Meeting of the Club, and shall be payable in full subject to the following regulations and conditions:

(1) a reduction in the Annual Subscription and/or Match Fee to be decided by the Management Board, may be afforded to those such Members who pay their subscription in full prior to 1 October of the Membership Year or who make payment by standing order or direct debit

(2) new members whose application for membership is accepted after 1 October of the Membership Year may be liable only for a proportion of the relevant full year Subscription or Match Fee as the Management Board shall decide and players who have paid the Annual Subscription and Match Fees in full but who become injured and are unable to train or play for more than 28 days from the date of the injury, may be liable only for a proportion of the relevant full year Match Fees as the Management Board shall decide.

(3) The Management Board may determine the Annual Subscription and/or Match Fee for Playing Occasional Membership on the recommendation of the Director of Rugby or Non-Playing Occasional Membership on the recommendation of the Membership Secretary.

8.2 It shall be taken that the Annual Subscription or Match Fee rates shall continue in effect from one Membership Year to the next if no resolution is passed at the Annual General Meeting specifically determining the Annual Subscription or Match Fee for the forthcoming Membership Year.

8.3 No prospective Senior or Student Playing member shall be eligible to play for any of the Club teams on more than four occasions prior to the paying of the Annual Subscription, unless specifically sanctioned by the Management Board.

8.4 The Treasurer shall report to a meeting of the Management Board to be held not later than 15 October of the Membership Year, the names of all Members whose Annual Subscriptions are unpaid at the date of such meeting.

8.5 Players will pay a Match Fee on each occasion that they play for the Club.

9. ANNUAL AND SPECIAL GENERAL MEETINGS

Organisation

9.1 The Club will hold an AGM once in every calendar year and not more than 15 months after the last AGM.

9.2 The Secretary shall give twenty-eight (28) days clear notice in writing of the date, place and time of the AGM to all Members entitled to vote at such meeting. Unless otherwise specified, the usual place of the AGM will be the Clubroom of the Club.

- 9.3 The Secretary shall, within fourteen (14) days of the date of a request to call a SGM shall give twenty-eight (28) days clear notice in writing of the date, place and time of the SGM to all Members entitled to vote at such meeting. Unless otherwise specified, the usual place of the SGM will be the Clubroom of the Club.
- 9.4 The posting, by the Secretary or another Officer nominated by the Secretary, of any notice or resolution on the notice board in the Clubhouse, shall constitute notice to all Members.
- 9.5 Any resolution for consideration at the AGM or the SGM shall be submitted in writing to the Secretary not later than thirty (30) clear days prior to the date of the AGM or the SGM and shall be circulated to every member fourteen (14) clear days in advance of the AGM or the SGM.

Annual General Meeting

9.6 At the AGM

- (1) the Chairman on behalf of the Management Board shall produce the Annual Report describing the Club's activities since the last AGM;
- (2) the Treasurer will present the audited Annual Accounts for the last financial year (which ended on June 30 of the last financial year);
- (3) the meeting shall elect the Officers and such Ex-officio posts as are decided to be necessary by the Management Board for the effective running of the Club (such Officers and Ex-officio posts to take up their respective duties on 1 July next following). The following are examples of such Ex-officio posts:

Membership Secretary	Fixture Secretaries
1st XV Captain	Assistant Treasurer (Senior)
2ndXV Captain	Assistant Treasurer (Junior)
3rdXV Captain	Assistant Treasurer (Mini)
Vets Captain	Shop Manager
Club Coach	Bar Manager
Head Coach (Junior)	Head Coach (Mini)
Head Coach (Ladies)	Sponsorship Manager
Age Group Coaches	Advertising Manager
Physiotherapist	Publicity Manager
Team Secretaries	Mini Festival Organiser
International Ticket Organiser	Junior 10-a-side Organiser
200 Club Promoter	I.T. Manager
Volunteer Manager	Health & Safety Manager
Building Manage	Grounds Manager
Catering Manager	Pre Match Lunches
Committee of Management Representative(s)	

- (4) the meeting shall appoint an Auditor for the new financial year;
- (5) the meeting will conduct any general business, including consideration of any special resolutions placed before the meeting.
- (6) the AGM may amend the rules by two-thirds of the votes cast .

Special General Meeting

- 9.7 The Management Board may at any time for any special reason request the Secretary to convene a SGM.
- 9.8 Alternatively, any twenty Members may sign a written request that a SGM be convened, stating the reason for which the meeting is to be called in writing and submitting the resolution to be considered at the SGM.

Conduct

- 9.9 All members may attend all AGMs or SGMs of the Club in person.
- 9.10 The Chairman at the time, or in his absence another member chosen at the AGM or SGM, shall chair the AGM or any SGM. Each Member over the age of 18 on the Age Date shall have one vote, except in the case of Family Members, when only one of the possible two parents or legal guardians shall be entitled to vote on behalf of the whole Family.
- 9.11 A quorum shall consist of the chairman of the meeting and twenty-five (25) Members. Except where otherwise specified in these Rules, where a 2/3rds majority is required, decisions shall be decided by simple majority of the votes cast by a show of hands. Abstentions shall not be counted in determining either a simple or 2/3rds majority, but shall count in terms of the quorum. The chairman of the meeting shall have no vote except a casting vote should this be necessary.

10. DISSOLUTION

- 10.1 At any properly constituted General Meeting, of which due notice under these Rules has been given, a resolution may be tabled proposing the dissolution of the Club. Such a resolution shall be passed upon a 2/3 majority vote in favour, unless the Management Board has proposed such a resolution and the General Meeting does not have a quorum, then the Chairman may, in this case only, accept a 2/3 majority vote of those present.
- 10.2 Upon dissolution the Management Board shall wind up the Club, liquidate all assets, pay off all creditors, and take such reasonable steps to maximise the benefit to Members.
- 10.3 In the event of dissolution of the Club, any surplus shall be distributed pro rata to the Members according to the amount of subscription they have paid in the Membership Year of dissolution.
- 10.4 Upon the completion of the dissolution of the Club, all Bank accounts shall be closed, the Club shall be deemed dissolved and shall thereafter cease to operate.

11 ORGANISATIONS AFFILIATED TO THE CLUB

The Management Board shall have the power, by unanimous vote, to make arrangements with any third party organisation such that proper members of such third party organisation shall be affiliated members of the Club ("the arrangement"). The terms of such arrangement shall be at the discretion of the Management Board and shall be subject to a written agreement between the Club and the third party organisation, signed by two representatives of each party. The terms of such arrangement shall set out the benefits accruing to and the obligations of the third party and its members, but shall not conflict with these Rules or require any change therein, unless prior agreement has been given at a properly constituted AGM of the Club according to Clause 9. In particular, no third party organisation or its members

shall have any right to be elected as an Officer of the Club, or to vote at the AGM unless they shall first become a Member of the Club according to Clause 7.

12 MISCELLANEOUS

12.1 Service: The address for service of any document shall be the Secretary and placed in the post box for the Club at King George V Hall, Browns Lane, Effingham, Surrey, KT24 5ND.

12.2 Gender: All references to male members of the Club should be read as applying to female members of the Club as well.

19 April 2008