

Coolaney United Club Constitution



Club Constitution

Coolaney United Constitution - Rational for the club constitution:

To facilitate the smooth, proper, & efficient running of the club by defining the management structure and procedures by which the club operates.

To minimize the risk of any serious disputes or conflicts arising amongst the club members that might endanger the club, or hinder it delivering its services to members.

To facilitate the longevity of the club, maintaining the renewal of energies and focus of the club management to meet the needs and aspirations of the current club members as both the membership and club management change over time.

To affirm the principle of more clearly separating club operational costs from club development costs and affirm the principle that club operational expenses are budgeted to the best degree and fully paid on an annual basis without accrual of debt. Club development (capital expenditure, investment, and long term debt) costs should be planned and managed separately without impacting on the regular football activities.

The Club Constitution can be amended or revised over time as the club evolves to new situations.

1. NAME

The Club shall be called Coolaney United (Hereinafter referred to as the Club) and it shall seek affiliation to and be bound by the rules of the Football Association of Ireland and the Sligo Leitrim Football League(s), and other football leagues or competitions in which it may, from time to time, enter one or more teams.

2. MAIN OBJECT

The main object for which the club is established is to promote the sport of soccer.

2a. SUBSIDIARY OBJECTS

The Club is community based with an emphasis on participation encompassing fair play and participation within the limited resources of the Club at any point in time.

The club will seek to develop the abilities of all players to their full potential within the limited resources of the Club at any point in time.

Each player should be afforded the opportunity to play, to be considered for game time in a fair manner conducive to player development. Most competitions allow for a "roll on roll off" system. Coaches must ensure that all players receive equal game time in as far as possible as outlined and promoted by safeguarding training and FAI PDP implementation. The primary object of the Club shall be to arrange football matches and training for each of the playing members of the Club.

The Club shall provide such social functions and engage in fund raising necessary or desirable to maintain and support the development of the club in pursuit of its primary objective.

The Club is committed to encouraging the highest ethical standards. All individuals involved in the Club should conduct themselves with integrity, transparency, accountability and in a fair and equitable manner.

RULES AND REGULATIONS

The Club shall have the status of an Affiliated Member Club of The Football Association of Ireland.

The Club will abide by The Football Association of Ireland's Child Protection Policies and Procedures, Codes of Conduct and the Equal Opportunities and Anti-Discrimination Policy.

MEMBERSHIP (We can amend this as we see fit)

The Secretary shall keep a Membership Register. In the event of a member's resignation or expulsion, his or her name shall be removed from the Membership Register.

The membership shall consist of the following categories:

Non-Player Member: a parent, guardian, or grand parent of a Juvenile Player Member. Non-Player Members can vote in General Meetings only on behalf of the Juvenile Player Member(s) they represent and they can be elected to the Club Committee.

Juvenile Player Member: a member of the Club Academy attending regular training sessions, or a member of one of the Club's juvenile teams, i.e. up to and including the Under 18 age team, attending training and being part of that team squad for matches on a regular basis. Each Juvenile Player Member shall be represented by only one non-player member in General Meetings for the purposes of voting. All Player Members have equal status in the club and the Club Committee shall serve all player members equally. A Parent or Guardian of a juvenile must provide written consent for them to become a Juvenile Player Member.

Senior Player Member: a member of one of the Club's senior teams, should the Club field an Under 18 or older age team, attending training and being part of the team squad for matches on a regular basis. All Player Members have equal status in the club and the Club Committee shall serve all player members equally. Senior Player Members can vote in General Meetings and can be elected to the Club Committee.

Post Holder: A member is not required to be an active coach, parent/guardian as long as they are in a position of authority on the Management committee, either as a post holder or have an assistant position.

All members joining the Club shall be deemed to accept the terms of this constitution and any bye-laws adopted from time to time by the Club and published on the Club's website or otherwise notified to the members.

Members will also be required to conduct themselves in accordance with the Club's guidelines and the bye-laws as to discipline set out therein. Members show solidarity, show respect to each other and act as a positive role model to the players and young people at all times.

The rights of any member of the Club shall be conditional upon the member complying with the provisions of the constitution and rules of the Club and the FAI code of ethics, including payment of any annual membership fee and levies. Such rights may be withheld, restricted or suspended where a member is in breach of this constitution and the FAI code of ethics.

In keeping with community traditions of Coolaney United, within the limit of means of the Club at that time, where a member, or a prospective member, is unable to pay, in part or in full,

the annual membership fee or other club related expense due to restricted financial circumstances, the Club Committee has the power to waive, reduce, or postpone, the fee accordingly. Such cases will be treated tactfully, with respect, and in confidence with the discretion of the Committee.

Any person seeking to join the Club and any minor member who reaches the age of eighteen shall submit an application in writing to the Club secretary which shall acknowledge receipt of, or access to review at their leisure, a copy of this constitution and acceptance of its terms with specific reference to the exclusion of liability of officers of the Club contained in paragraph 9(vi). The application of any minor member shall contain a counterpart signed by the minor's legal guardians pursuant to which such legal guardians agree, as consideration for the minor's admission to the Club, that they will procure compliance by the minor with the terms of this constitution.

Membership is open to all and no application for membership will be refused on other than reasonable grounds. There will be no discrimination on grounds of race, occupation or gender

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A. COACHING

Members must obtain relevant Coaching badges in order to enhance their PDP Player Development Plan. Coolaney United actively encourages all coaches to enrol in the FAI accredited PDP courses and retrospective remuneration will ensue.

In addition, all coaches must initially engage in mandatory Garda Vetting and Safeguarding training as outlined by Codes of good practice and National Children's first Training. This course educates participants on the implementation of best practice in protecting the welfare of all children involved in football. This is a mandatory course for any person working or volunteering with children in football in any capacity.

Training must be FUNDamental to the player's involvement in training and play as encouraged by FAI youth development standards. Coaches are expected to organise training sessions and drills conducive to the player's ability, age appropriateness while ensuring that they are learning new skills, developing as players and afforded the opportunity to engage at a level suitable to their ability.

Players must register at their age group; however, they can play at a level or age group one year higher but not two as requested by standards set by the Sligo Leitrim Football League. This is ensuring that

- They do not reach burnout at an early age.
- They are playing at a level appropriate to their physicality and not exceeding intensity.
- They enjoy the game for what it is, not competing with older stronger players which could effectively hamper or be detrimental to their development.

3. THE COMMITTEE

The Club Committee, who shall be honorary (non-paid), shall consist of the following Club Officers: Chairperson, Vice Chairperson, Treasurer, Secretary and Child Welfare Officer elected at an Annual General Meeting. All Committee members must be paid up members of the Club. One Committee member, being a parent/guardian of a player in that age group, shall represent the Academy, Under 8, Under 9, & Under 10 age groups; One Committee member, being a parent/guardian of a player in that age groups, shall represent the Under 11, Under 12, Under 13, and Under 16 age groups or any other relevant age group registered

to Sligo Leitrim for the season ; One Committee member, being a parent/guardian of a player in that age group, shall represent the Under 16 and older age groups.

Committee Members shall hold office from the date of appointment until the next Annual General Meeting unless removed by resolution passed at a Special General Meeting. One person may hold no more than two positions of Club Officer at any time.

The Club Committee shall be responsible for the management of all day to day affairs of the Club.

Decisions of the Club Committee shall be made by a simple majority of those attending the Club Committee meeting. The Chairperson of the Club Committee meeting shall have a casting vote in the event of a tie.

In the event of a Committee Member as a non-attender for a series of 4 consecutive meetings without a valid excuse, the committee may decide in the best interests of Coolaney United to ask the member by way of formal letter:

- A. If they are interested in continuing as a post holder, if not,
- B. If they would consider stepping aside to allow another person to assume their role.

The Committee can appoint someone to assume the position in the event that there are no objections, the nominated person is in agreement and there is no one else interested in assuming the role.

In the event that two or more are interested in the position, the Chairperson may decide on a vote to be cast at the meeting with the majority in attendance to cast a deciding vote in the interests of fairness and equality.

Meetings of the Club Committee shall be chaired by the Chairperson, Vice Chairperson or in their absence the Treasurer.

The quorum for the transaction of business of the Committee shall be (five) provided that where a decision is taken with regard to any "Material Matter" (being a matter pertaining to child protection, litigation, expenditure and disciplinary matters) at any meeting of the Committee at which not all Committee members were present no action shall be taken on foot of that decision if any Committee member requests that the decision regarding the Material Matter be ratified by a subsequent meeting of the Committee. Following any such request a meeting of the Committee shall be called of which all Committee members are given 7 days' notice and at such subsequent Committee meeting a decision on the relevant Material Matter shall require at least a 75% majority of those present. If the relevant Material Matter cannot be resolved at such subsequent meeting then a further Committee meeting will be called of which all Committee members are given 7 days' notice, and at such subsequent Committee meeting a decision regarding the relevant Material Matter shall require a simple majority of those present.

Decisions of the Club Committee of meetings shall be entered into the Minute Book of the Club to be 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 members of the Club Committee. The Club Committee shall hold not less than six meetings a year.

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

An outgoing member of the Club Committee may be re-elected. Any vacancy on the Club Committee which arises between Annual General Meetings shall be filled by a member proposed by one and seconded by another of the remaining Club Committee members and approved by a simple majority of the remaining Club Committee members.

Committee Members can be deemed Inactive by majority vote of the committee if the committee member regularly fails to attend committee meetings and/or takes no visibly constructive part in assisting the committee fulfil its role in club management. The Committee can conduct its role without referral to inactive Committee Members.

4. GENERAL MEETINGS

The Club shall hold an Annual General Meeting in the month of August (at the discretion of the existing committee) to:

Approve the minutes of the previous year's AGM.

Receive reports from the Chairperson and Secretary.

Receive a report from the Treasurer and approve the Annual Accounts.

Elect the Club Executive Committee.

Appoint someone responsible for certifying the Club's accounts.

Approve the Financial Plan for the current year

Fix the subscription for the ensuing year.

Consider changes to the Constitution.

Review and consider any Bye-laws.

Deal with other relevant business.

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

A Special General Meeting (SGM) may be called at any time by the majority of the Committee. (10%) of the Club Members may also call such a meeting. The meeting must take place within (21) days of the Secretary receiving notice of the request. Business at an SGM may be any business that may be transacted at an AGM.

The quorum for a General Meeting shall be 50% plus one. For example if there are 10 in total the quorum is 6 for important decisions to be made by vote.

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

The Club Secretary, or in their absence a member of the Club Committee, shall enter Minutes of General Meetings into the Minute Book of the Club.

Voting shall be by a show of hands followed by ballot if deemed necessary by the Chairperson of the meeting.

5. INCOME AND PROPERTY

The income and property of the organization, Coolaney United, shall be applied solely towards the promotion of its main object(s) as set forth in this Constitution. No portion of the organisation's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the organisation. No Officer shall be appointed to any office of the organisation paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the organisation in respect of such office. However, nothing shall prevent any payment in good faith by the organisation of:

Reasonable and proper remuneration to any member, officer or servant of the organisation (not being an officer) for any services rendered to the organisation;

Interest at a rate not exceeding 5% per annum on money lent by Officers or other members of the organisation to the organisation;

Reasonable and proper rent for premises demised and let by any member of the organisation (including any Officer) to the organisation;

Reasonable and proper out-of-pocket expenses incurred by any Officer in connection with their attendance to any matter affecting the organisation;

Fees, remuneration or other benefit in money or money's worth to any Company of which an Officer may be a member holding not more than one hundredth part of the issued capital of such Company;

CLUB TEAMS

At its first meeting following each AGM, the Club Committee 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 Club Committee at its last meeting prior to an AGM a written report on the activities of the team. All teams shall be treated and served equally by the Club Committee.

INDEMNITY AND EXCLUSION OF LIABILITY (sourced from another club - amend as appropriate)

Subject to paragraphs (ii) and (iii) below, every officer or former officer of the Committee, every Custodian or former Custodian and every other official or team manager or former official or team manager appointed by the Committee or the Club (each an "Officer") shall be entitled to be indemnified, to the greatest extent permitted by law, out of the assets of the Club against any and all losses, liability, expenses or legal claims which he or she may sustain or incur in or in connection with the execution of his or her office or, as the case may be, his or her role as a team manager (whether negligently or otherwise).

Notwithstanding the foregoing paragraph (i), an Officer shall not be entitled to be indemnified out of the assets of the Club against any losses, liability, expenses or legal claims which arise from any fraud or criminal conduct on the part of such Officer.

If the indemnity provided in paragraph (i) above shall be adjudged by any court or regulatory authority or agency of competent jurisdiction to be void and unenforceable in relation to any matter then such indemnity shall nevertheless apply, and the members shall procure (by amendment of this constitution or otherwise) that such indemnity shall apply, to the greatest extent permitted by relevant law with such modifications or provisos as may be necessary to ensure its validity.

Where any Officer suffers loss and has an enforceable unconditional right to payment by way of indemnification under paragraph (i) above (an "Indemnity Claim") and any other member has a right to receive payment on any other basis or has another unsecured claim over the assets of the Club (a "Members Claim"), the assets of the Club shall be applied (and each member of the Club (or any other person holding assets of the Club as trustees for and on behalf of the members) shall procure that such assets are applied) in satisfying such Indemnity Claim in priority to any Members Claim.

Notwithstanding paragraphs (i) to (iv) above the Club shall maintain in force directors' and officers' liability insurance and general liability insurance from recognised insurers with policy limits appropriate to the scope and scale of its operations and shall furnish a copy of such policies to each Officer on request.

To the greatest extent permitted by law, no Officer shall in any way be liable to the Club or to any member for any loss, damage or misfortune, which may happen to or be incurred by the Club or any member (howsoever caused) arising from the execution of the duties of his or her office, or as the case may be, his or her role as team manager (whether negligently or otherwise) other than in circumstances where such Officer is guilty of fraud or criminal conduct.

6. DATA PROTECTION

All members consent to the Club obtaining, recording, holding and retaining their personal data (including sensitive personal data) solely for Club purposes, either on its computer or manual filing system. Furthermore all members consent to the use of all such data, including its disclosure to third parties, for the proper and effective management of the Club.

BINDING NATURE

The regulations contained herein shall comprise binding and legally enforceable obligations on the members and, where appropriate, their successors and personal representatives.

WINDING-UP

If upon the winding up or dissolution of the club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the club. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the club. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the club under or by virtue of Clause 7 (Income & Property clause) hereof. Members of the club shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object.

7. KEEPING OF ACCOUNTS

Annual accounts shall be kept and made available to the Revenue Commissioners on request.

The financial year shall run from 1st July to 30th June each year.

The Treasurer shall be responsible for the preparation of Annual Accounts of the Club.

The Accounts shall be certified by an appropriate independent person elected annually at the Annual General Meeting.

All monies payable to the Club and any income raised, or received in the name of, or on behalf of the Club, shall be received by the Treasurer and deposited to a Club account.

Each Coach receives a sum of money at the start of the season (aprox 200 euro). This shall be used to pay for referees throughout the league. If a coach requires more money, then this shall be given on request.

Bank accounts holding club funds shall be maintained in the name of the Club (a "Club Account"). Designated account signatories shall be the Club Treasurer and two other Committee members nominated by the Committee. The Treasurer shall maintain receipts and records for all income and expenditure,

No sum shall be drawn from a Club Account except by cheque signed by two of the three designated signatories. Cheques made payable to any one of the authorized signatories shall be signed by the other two authorized signatories.

Separate fund raising income shall be directed to club development such as building loan repayments and capital equipment expenditure, and to special projects such as team travel, etc. Objectives of each fund raising activity shall be clearly communicated and income from each activity will be recorded by the Treasurer. Fund raising income will be deposited in a club bank account.

The Treasurer shall prepare and present a monthly account of income and expenditure for the Club Committee throughout the financial year.

The Club Committee shall prepare a financial plan for the forthcoming financial year and present it at the AGM for approval by the members, including any planned development expenditure for the year.

The financial plan shall include a recommendation for the amount to be set for membership subscription for the year, which may be set higher or lower than the previous year, based on the amount of income projected as necessary to run the club's operational activities without incurring a loss for the year.

After all operational costs are covered a maximum of 10% of the annual membership subscription dues shall be applied to club development and maintenance projects. Any further additional membership dues shall be applied to a reduction in the general membership fee for the following year and provision for assisting with membership fees in cases of financial hardship

The Club committee shall adhere to the approved financial plan during the year. Any expenditure exceeding the planned amount by (€250), or more, shall first be approved by the club committee.

Expenditure for goods or services to the value of (€5,000) or over from a single supplier in any one year shall be authorized only after receiving at least three written competitive quotations.

Where necessary, the income, property and assets of the Club, 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 (the "Custodians"), who shall deal with the Club Property as directed by decisions of the Club Committee and entry in the minute book shall be conclusive evidence of such a decision.

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

On their removal or resignation a Custodian shall execute a conveyance in such form as may be required by the Committee to a newly elected Custodian or the existing Custodians as directed by the Club Committee. On the death of a Custodian, any income, property or assets of the Club vested in them shall vest automatically in the surviving Custodians. If there is only one surviving Custodian, an SGM shall be convened as soon as possible.

No addition, alteration or amendment shall be made to the provisions of this Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

8. SOCIAL MEDIA

1. No images, recordings or pictures may be used for publication or promotion by the club in Newspapers, Social Media or any other public or electronic forum without prior consent by parents/Guardians.
2. Coaches are not permitted to use their personal Social media accounts to ridicule or tarnish the name of Coolaney United, young people, players/ officials, opposing teams or any other Coach by name or reference.
3. Failure to comply with this may impose sanctions at the discretion of the committee where there is evidence of misappropriation. A meeting will be called by the committee and the Coach in order to afford the coach an opportunity to respond and explain the matter in hand. Depending on the severity of the allegation, a coach may be asked to stand down from their duties. In certain situations, the coach may be recommended to become familiar with Coolaney United's Social media policy in conjunction with the official FAI Social Media Policy.
4. There will be only one official account for Coolaney United, any coaches wishing to post information may do so to this account, once all information is verified and accurate at time of posting.