Rules of the Farnham Common Sports Club Limited

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Rules of Farnham Common Sports Club Limited

I NAME, OBJECTS AND POWERS

1 Name

1.1 The society is named Farnham Common Sports Club Limited.

1.2 The Club comprises sports sections for hockey, cricket, tennis, squash and rugby and provides a fitness studio; it is the parent organisation to the:

- Farnham Common Cricket Club – The Cricket Section
- South Bucks Hockey Club – The Hockey Section
- Farnham Common Tennis Club – The Tennis Section
- Drifters Rugby Football Club – The Rugby Section
- Farnham Common Squash Club – The Squash Section.

2 Definitions

2.1 Except where the context otherwise permits or requires, the words and expressions listed in the Schedule of Definitions set out in Rule 40 shall bear the meanings given to them therein.

3 Objects

3.1 The principal object of the Club is to provide facilities for and promote participation by the whole community in amateur sporting and associated social activities.

3.2 In pursuance of this principal object the ancillary objects of the Club shall be to:

3.2.1 promote, encourage and foster sporting activities for the benefit of the Members including (but not limited to) the coaching thereof at all levels;

3.2.2 promote, encourage and foster the playing of sport at all levels in the area of the Ground and surrounding areas;

3.2.3 undertake such matches and fixtures and other activities as the Main Committee may decide;

3.2.4 maintain and develop the Ground at One Pin Lane, Farnham Common, Buckinghamshire SL2 3QY for the conduct of the sporting activities of the Club so as to provide the best possible facilities for Members and those visiting the Ground;

3.2.5 strengthen the bonds between the Club and the local community in the areas surrounding the Ground.

4 Powers of the Club

4.1 To further its objects the Club has the power to do all such things as are incidental or conducive to the objects of the Club including (but not limited to) all or any of the following.

4.2 Either directly or indirectly to employ, invest and deal with the assets and funds of the Club for the objects of the Club in such manner as shall be considered by the Main Committee to be expedient, and to do all such other acts and things and carry on all such other activities (including (but not limited to) leasing, subleasing, releasing, renting, acquiring, altering, erecting, holding, selling, improving, developing, repairing, hiring, lending with or without security or otherwise dealing with real and personal property of any kind) as shall be considered by the Main Committee to be necessary or expedient for the purposes of the Club or the advancement of its interests.

4.3 To raise or borrow money for the purposes of or in connection with the activities of the Club or any of them as the Main Committee thinks fit in accordance with the following provisions:

- 4.3.1 any sum or sums raised or borrowed may be on mortgage, charge, bonds or debentures on all or any of the funds or property of the Club whether or not including any floating charge of the whole or part of the undertaking property and assets of the Club both present and future;
- 4.3.2 at the time of any borrowing the sum of the amount then remaining undischarged of monies borrowed and of the amount of the proposed borrowing shall not exceed 100,000 pounds or such sum as the Members in General Meeting may from time to time determine;
- 4.3.3 the rate of interest payable at the time the terms of borrowing are agreed on any money borrowed shall not exceed the rate of interest which in the opinion of the Main Committee represents the market rate of interest for borrowings of similar amount and on similar terms prevailing at that time except that in the case of a mortgage loan the Main Committee may delegate the determination of the interest rate within specified limits to an Officer, Main Committee Member or Sub-Committee;
- 4.3.4 the Main Committee may determine from time to time (subject to Rules 4.3.1, 4.3.2 and 4.3.3) the terms and conditions upon which money is raised or borrowed or security is issued and may vary such terms and conditions;
- 4.3.5 no person lending money to the Club shall be concerned to see or enquire whether either of the limits imposed by Rule 4.3.2 or Rule 4.3.3 is exceeded at the time of the borrowing or issue and if either or both of such limits were to be exceeded no borrowing incurred in excess of such limits shall be invalid unless such person had received express notice to this effect at the time of borrowing.

4.4 To give any security or securities whether by way of mortgage or otherwise for the performance of any contracts or any debts, liabilities or obligations of the Club or further to secure any obligation of whatever nature of the Club by a trust deed or other assurance.

4.5 To accept and grant sponsorship and franchises and make such arrangements in connection therewith as the Main Committee shall think fit.

4.6 To apply for and hold any licences, consents, certificates, permissions and approvals that may be required for or in connection with the activities of the Club and (among other things) to take out insurance policies related to the Club's affairs and to provide catering and such other facilities as the Main Committee shall consider desirable.

4.7 To support (whether by direct subscription, the giving of guarantees or otherwise) any Community Amateur Sports Club or any charitable institution or organisation, or any event or purpose of a public or general nature, the support of which shall or may, in the opinion of the Main Committee, directly or indirectly benefit, or is calculated so to benefit, the Club.

4.8 To promote, arrange and organise competitions and entertainments in connection with sport or recreational activities.

4.9 To engage such officials and employees upon such terms and at such remuneration as the Main Committee may deem appropriate and to dismiss or retire any of them as may be necessary.

4.10 To maintain bank accounts in credit or overdrawn on such terms as the Main Committee shall think fit including the giving of guarantees and indemnities in respect of direct debits and other money transmission or collection systems whether pursuant to Rule 18.6 or otherwise.

4.11 To pass such resolutions, regulations and instructions which shall be binding on all Members as are considered necessary for the better management, organisation, administration and regulation of the Club.

4.12 To settle, conduct, enforce or resist either in a court of law or by arbitration any suit, debt, liability or claim by or against the Club.

5 Limits on Powers

5.1 Exercise of the powers contained in Rule 4 shall, notwithstanding any other provision of these Rules, be subject to the following restrictions and limitations:

5.1.1 the Club shall not enter into any agreement with a Member for the supply of goods or services to the Club unless such agreement is on arms length terms and has been approved at a meeting of the Main Committee without the Member concerned being present;

5.1.2 the engagement by the Club of any official or employee who is also a Member shall be on arms length terms and approved at a meeting of the Main Committee without the Member concerned being present;

5.1.3 the Club shall not make any payments to Members for playing sports.

5.1.4 the work of the Club shall not be for the benefit of landfill site operators who contribute to the Club and claim credit under the Landfill Communities Fund. Nor shall it be for the benefit of contributing third parties, as defined in the landfill tax regulations;

5.1.5 In the event of the Club disbanding, any remaining Landfill Communities Fund money shall be transferred to any enrolled Environmental Body and not to an organisation of similar objects and status.

II MEMBERSHIP

6 Members

6.1 The Members of the Club shall be the persons whose names are for the time being entered in the Register of Members. Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, of age, sex or disability, except as a necessary consequence of the requirements of an individual sport. However limitation of membership according to the availability of facilities is allowable on a non discriminatory basis. The Club's facilities shall be available to members without discrimination.

6.2 The Main Committee may (subject to the provisions of Rule 7) offer such categories of membership of the Club with such qualifications, application procedures and conditions, duties and privileges, subscriptions and in such numbers as it may from time to time decide but always on the basis that every Member shall have one vote. Details of categories, qualifications, application procedures and conditions, duties and privileges of membership in force from time to time shall be kept by the Secretary and shall be available for inspection by Members at all reasonable times.

6.3 The Club offers the following classes of membership of the Club:

6.3.1 Full members. These must be aged eighteen (18) or over on January 1st and be those who subscribe as participants in all or any of the Sport Sections. Full Members have the right to use the Club bar and all other Clubhouse facilities.

6.3.2 Family Members. These are those who subscribe together as husband and wife, or as individual and common law spouse, together with where applicable all children in the same family over eighteen (18) who are in full-time education.

6.3.3 Social and Fitness Members. These must be over the age of eighteen (18) and be those who subscribe to use the Club bar and all other Clubhouse facilities but may not play in any of the Sport Sections.

6.4 The Main Committee shall have power to create classes of persons called Minis, Juniors or Associates or such other title as the Main Committee may decide using as criteria age, or otherwise as it shall think fit. Such persons shall not be Members within these Rules and they shall have such rights, privileges and obligations as the Main Committee shall decide.

6.5 The Club recognises the following classes of persons:

6.5.1 Juniors. These must be under the age of 18 and be those who participate as sports players in any or all of the Sports Sections and are subject to individual Sport Section rules. Juniors are entitled to make use of the Clubhouse facilities.

6.5.2 Minis. These must be under the age of 14 and be those who participate as sports players in any or all of the Sports Sections and are subject to individual Sport Section rules. Minis are only entitled to make use of the Clubhouse facilities when under supervision of a Member over the age of 18. The minimum age for Juniors and Minis in each Sport Section shall be recommended by each Sports Section Committee and be subject to the approval of the Main Committee.

6.5.3 Associates. These are those who are participants in any or all of the Sections and are subject to individual Section rules but are not granted full membership rights as a result of a Main Committee's decision that there may be a potential conflict between the interests of the individual (whether an existing member or new applicant) and the Club or its membership.

6.6 Full, Social and Fitness and Family Members shall be entitled to attend and vote at General Meetings and to stand for election, or nominate other members for election, to the Main Committee or the Committees of individual Sports Sections of which they are members (subject to Rules 9.3.1, 9.3.2, 9.4.1 and 9.4.2).

6.7 The Main Committee shall have the power to admit to membership any person in accordance with the application procedures and conditions for the time being applicable under Rule 6.2 but membership of the Club shall be open to all without discrimination on any grounds whatsoever including for these purposes discrimination on the grounds of attainment of a certain standard of performance.

6.8 The Main Committee may refuse membership, or remove it (subject to rule 6.9), only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to the Main Committee and shall be decided by a majority vote.

6.9 The Main Committee shall have power to expel a Member when, in its opinion, it would not be in the interests of the Club for him or her to remain a Member in accordance with the following provisions:

6.9.1 a Member shall not be expelled unless he or she is given 14 days written notice of the meeting of the Main Committee at which his or her expulsion shall be considered and written details of the complaint made against him or her;

6.9.2 a Member shall be given an opportunity to make written representations and/or to appear before the Main Committee and at any such meeting to answer complaints made against him or her and to cross-examine any witnesses and must not be expelled unless a majority of the Main Committee then present vote in favour of his or her expulsion;

6.9.3 the Main Committee may exclude the Member from the Club's premises until the meeting considering his or her expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend that meeting for the purpose of making his or her representations.

6.10 A Member may resign from the Club at any time by giving to the Secretary written notice of the intention so to do.

6.11 Any Member, whose subscription payment pursuant to Rule 19.1 is more than 1 month in arrears, shall have been deemed to resign and no longer have any of the rights of Members of the Club.

6.12 A Member shall cease to be a Member:

6.12.1 on resignation;

6.12.2 on expulsion by the Main Committee;

6.12.3 on dissolution of the Club;

6.12.4 on death.

6.13 Membership shall not be transferable.

6.14 Any person ceasing to be a member forfeits all right to and claims upon the Club, its property and its funds and has no right to the return of any part of his or her subscription, always provided that the person shall remain liable for all monies then due and owing to the Club.

6.15 Each person who is in membership with the Club over the age of eighteen at the date these Rules take effect pursuant to Rule 27 shall be admitted to membership in accordance with Rule 6.7 and any person in membership at that date under the age of eighteen years shall be granted the status of a Junior in accordance with Rule 6.4.

6.16 It shall be the duty of every Member to advise the Membership Secretary promptly of each change of address. All notices and letters dispatched by post to a Member at the address registered in the Register of Members (which shall be conclusive proof thereof) shall be deemed to have been properly delivered pursuant to Rule 37.

6.17 Details of the subscription payable by each category of membership as determined under Rule 19.1 shall be kept as in Rule 6.2 by the Secretary.

6.18 Subscription Payments & Refunds: By applying for or renewing your membership with Farnham Common Sports Club Limited ("the Club") via our online membership portal (WebCollect), you agree to be bound by the following terms and conditions regarding payment and cancellations.

6.18.1 Membership Subscription Cycles

Membership fees are managed on a seasonal basis determined by your specific sporting section. Subscription years run as follows:

- Squash, Tennis, and Social Memberships: 1st January to 31st December.
- Cricket Section: 1st April to 31st March.
- Hockey and Rugby (Drifters RUFC) Sections: 1st September to 31st August.

6.18.2 Payment Terms

- Payment Methods: Subscriptions must be paid via the Club’s approved online portal (WebCollect). Payment can be made in full as a single annual payment or via monthly Direct Debit instalments where available. By finalising your checkout on WebCollect, you consent to the Club holding your data in accordance with our Privacy Policy and agree to adhere to the Club’s Code of Conduct and overall General Regulations.
- Mid-Term Joins: New members joining a sporting section mid-season will be subject to a calculated pro-rata rate, automatically determined at the point of checkout on our booking portal.

- Arrears: Failure to maintain subscription payments or successful Direct Debit instalments may result in the immediate suspension of club access, booking privileges, and selection for competitive fixtures.

6.18.3 Cancellations and Refund Policy

- 14-Day Cooling-Off Period: In accordance with UK consumer law for online purchases, new members have the right to cancel their membership within 14 days of their initial registration and payment on WebCollect. A full refund will be issued, provided that the member has not utilised any club facilities, booked courts, or participated in any club matches or training sessions during this 14-day window. If club benefits have been used, the Club reserves the right to deduct a proportionate amount or refuse the refund.
- General Policy: Outside of the 14-day cooling-off period, Farnham Common Sports Club Limited operates as a non-profit Community Amateur Sports Club (CASC). Consequently, all annual subscriptions and membership fees are strictly non-refundable once paid.
- Medical Mitigation: If a member suffers a long-term medical condition, illness, or serious injury that entirely prevents participation in club activities, they may apply in writing to their respective Section Committee. At the Committee's sole discretion, a partial refund, fee freeze, or credit towards the following season may be granted. Proof of medical diagnosis may be requested.
- Relocation or Voluntary Resignation: No refunds or partial refunds will be issued if a member chooses to leave the Club or relocates away from the area during their active subscription cycle.
- Club Closures: No refunds will be provided for temporary facility closures due to weather, maintenance, repairs, or events outside the Club's reasonable control.
- Refunds: To request a refund, please email ideasforFCSC@gmail.com and a member of our team will review and respond. Approved refunds will be processed within 5-10 working days.

7 Share Capital

7.1 The capital of the Club shall consist of shares of the value of five pence each.

7.2 Every Member of whatever category shall hold one share and no more in the capital of the Club. No person who is not a Member shall be issued with a share.

7.3 Each Member of the Club at the date these Rules takes effect pursuant to Rule 27 (other than those under the age of sixteen years) shall be allotted one share and five pence of the subscription then next paid by each Member shall be applied in paying up the same in full.

7.4 Any Member admitted to membership after the date on which these Rules take effect shall be allotted one share on admission and five pence of the first subscription paid by such Member shall be applied in paying up the same in full.

7.5 No share shall be held jointly, be withdrawable or be transferable by any Member and no interest, dividend or bonus shall be payable on any share. Any Member transferring or attempting to transfer a share or any interest therein or any rights associated therewith shall, if the Main Committee so decides
be deemed to have resigned from the Club as from the date of such transfer or attempted transfer.

7.6 The share of a Member shall be forfeited to the Club when that Member for whatever reason ceases to be a Member and any amount then due to the Member in respect of such share shall thereupon become the property of the Club.

7.7 The Club shall not be required to issue a certificate to any Member in respect of the share allotted to that Member.

III GENERAL MEETINGS

8 General Meetings

8.1 All General Meetings shall be held at the Club or elsewhere as the Main Committee may determine and any such meeting other than an Annual General Meeting shall be called a Special General Meeting.

8.2 The Chairman of all such meetings shall be the President of the Club or if unavailable at the time the Chairman of the Club or if unavailable a Member of the Main Committee appointed at the Meeting concerned to take the Chair for that Meeting.

8.3 Every Member shall be entitled to attend and vote at any General Meeting. The procedure for the casting of votes shall be determined by the Chairman of the Meeting.

8.4 There shall be no right for a Member to vote by proxy.

8.5 The quorum at any General Meeting shall be 20 Members.

8.6 If within thirty minutes after the time appointed for a General Meeting a quorum is not present, the Meeting, if convened on the requisition of members, shall be dissolved, and in every other case it shall stand adjourned to such other day and at such time and place, or be dissolved, as the Main Committee shall determine.

8.7 If a quorum is not present within half an hour of the time fixed for the start of the adjourned meeting, the number of members present during the meeting is to be a quorum.

8.8 All resolutions shall be decided by a majority of votes recorded except where:

8.8.1 these Rules provide for a special resolution which will require a majority of at least two-thirds of the votes recorded, or

8.8.2 a resolution is put to an Annual General Meeting as contemplated by Rule 9.1.7 in which case the provisions of the Act as to voting shall apply.

8.9 A declaration by the Chairman of a General meeting to the effect that a particular resolution has been passed or not or passed by a particular majority or not shall (subject to the Act) be final and binding on all Members.

8.10 A General Meeting shall not be invalidated by reason only of any Member accidentally failing to receive a notice thereof or any accompanying document relating thereto.

8.11 The procedure for conduct of General Meetings shall be prescribed by the Main Committee and details thereof shall be kept by the Secretary and be available for inspection by Members at all reasonable times.

9 Annual General Meetings

9.1 As soon as possible after 31st March and before 30th June, at such time as the Main Committee shall decide, in every year a General Meeting shall be held (to be known as the Annual General Meeting) provided that no period greater than fifteen months shall elapse between one annual general meeting and the next for the transaction of the following business:

9.1.1 to consider and approve (with or without amendment) the minutes of the previous Annual General Meeting;

9.1.2 to receive and approve a report from the Main Committee on the affairs of the Club since the previous Annual General Meeting;

9.1.3 to receive and approve a Financial Statement for the preceding financial year and where necessary in law or where the members require the Auditors' report thereon;

9.1.4 to elect the President and Officers for the ensuing year;

9.1.5 to elect Vice Presidents;

9.1.6 to elect Members of the Main Committee for the ensuing year;

9.1.7 where necessary in law or where the members require:

- to appoint the Auditors for the ensuing year, or
- to consider a resolution disapplying the provisions of the Act relating to the obligation to appoint Auditors;

9.1.8 to consider as a special resolution any addition or alteration to these rules duly proposed in accordance with Rule 9.5;

9.1.9 to consider any other motion or business duly proposed in accordance with Rule 9.5;

9.1.10 to consider any other business of which due notice shall have been given;

9.1.11 to hear any other relevant matter for the consideration of the Main Committee during the ensuing year but on which no voting shall be allowed.

9.2 Notice of every Annual General Meeting stating the date, time and venue of such Meeting shall be sent to all Members so as to be received not less than two clear weeks prior to the date of the Meeting with the agenda of the business to be considered thereat and with a copy of the Club's Financial Statement for the preceding financial year.

9.3 The election of the President and Officers shall be subject to the following provisions:

9.3.1 any Member shall have the right to make nominations, with the written consent of a candidate, for election to President and any one or more of the offices named in or created under the provisions of Rule 12.5. The Main Committee shall also have the right to make nominations for the election of the President and Officers;

9.3.2 the election of the President and each Officer shall be decided by a majority of votes recorded;

9.3.3 in the event of an equal number of votes being cast for two or more candidates for any office, a further election for that office shall immediately be held between those candidates for whom the votes cast are equal in number. If there shall still be equality of votes the members of the retiring Main Committee present at the time shall decide who shall from those candidates receiving an equal number of votes in the second election be the holder of the office concerned for the ensuing year.

9.4 The election of Main Committee members shall be subject to the following provisions:

9.4.1 any member shall have the right to make not more than one nomination, with the written consent of the candidate, for election as one of the Main Committee Members provided for in Rule 13.2. The Main Committee shall also have the right to make nominations for the election of Main Committee Members without restriction on the number of nominations;

9.4.2 the election of Main Committee Members shall be decided by a majority of votes recorded;

9.4.3 in the event of an equal number of votes being cast for two or more candidates for any position on the Main Committee a further election shall immediately be held for the position between those candidates for whom the votes cast for such position are equal in number. If there shall still be equality of votes the members of the retiring Main Committee present at the time shall decide who shall from those candidates receiving an equal number of votes in the second election be the holders of the position on the Main Committee for the ensuing year;

9.4.4 in the event of an equal number of votes being cast for two or more candidates for any office a further election for that office shall immediately be held between those candidates for whom the votes cast are equal in number. If there shall still be equality of votes the members of the retiring Main Committee present at the time shall decide who shall from those candidates receiving an equal number of votes in the second election be the holder of the office concerned for the ensuing year.

9.5 Proposals for additions or alterations to the Rules or for any other motion to be submitted to an Annual General Meeting shall be subject to the following provisions:

9.5.1 any proposal shall be submitted in writing to the Secretary by 28th February duly proposed by one Member and seconded by another;

9.5.2 copies of all such proposals and copies of all proposals put forward by the Main Committee shall be sent to all Members with the notice of the Annual General Meeting;

9.5.3 amendments to any proposal notified to Members under Rule 9.5.2 shall be sent in writing so as to reach the Secretary duly proposed and seconded not less than twenty-four hours before the time for which the Annual General Meeting is convened.

9.6 Amendments duly received in accordance with Rule 9.5.3 shall be added to the agenda by the Chairman of the Annual General Meeting.

10 Special General Meetings

10.1 The Main Committee may convene at any time a Special General Meeting by giving to all Members two clear weeks written notice thereof stating the date, time and venue thereof and the resolution or resolutions to be moved or other business to be transacted thereat.

10.1.1 Amendments to any resolution proposed by the Main Committee shall be submitted in writing to the Secretary duly proposed and seconded by Members in the same manner as is prescribed by Rule 9.5.3 for an Annual General Meeting.

10.1.2 Amendments duly received in accordance with Rule 10.1.1 shall be added to the agenda by the Chairman of the Special General Meeting.

10.2 The Main Committee shall also convene a Special General Meeting on receipt by the Secretary of a written requisition so to do, duly signed by not less than 20 Members. Each requisition must clearly state the specific resolution to be moved.

10.2.1 Two clear weeks notice of such a Meeting stating the date, time and venue thereof and the specific resolution to be moved thereat shall be sent to all Members by the Secretary within twenty eight days of the receipt of the requisition.

10.2.2 Amendments to such a resolution shall be submitted in writing to the Secretary duly proposed and seconded by Members in the same manner as is prescribed by Rule 9.5.3.

10.2.3 Amendments duly received in accordance with Rule 10.2.2 shall be added to the agenda by the Chairman of the Special General Meeting.

11 Rules

11.1 A copy of the Club's Rules signed by the Chairman and the Secretary shall be displayed in a prominent position on the Club's premises.

11.2 No new Rule shall be made, nor shall any Rule be amended or rescinded, except by a special resolution passed at an Annual General Meeting in accordance with Rule 9.5 or at an Special General meeting convened by the Main Committee in accordance with Rule 10.1.

11.3 The Secretary shall register in accordance with the Act any new Rule or amendment to these Rules and no new Rule or amendment to the Rules shall be valid until so registered.

11.4 A copy of the Rules shall be delivered by the Secretary to any person on demand on payment of such sum (not exceeding ten pence) as may from time to time be determined by the Main Committee.

11.5 Each Sports Section shall have its own regulations applicable to that section and approved by the Main Committee, and these shall be displayed in the Club in a prominent place, and signed by the Sport Section Secretary.

11.6 Sports Section rules shall be subject to the approval of the Main Committee.

IV PRESIDENT, OFFICERS AND COMMITTEES

12 The President and Officers

12.1 The President shall be elected at each Annual General Meeting of the Club by the members.

12.2 The President shall preside at general meetings of the Club but shall have no other executive responsibility.

12.3 The President shall be entitled to attend Committee Meetings in a neutral and uncommitted capacity.

12.4 The President shall act in an ambassadorial role for the Club and represent the Club to external bodies and to visitors to the Club generally.

12.5 The Officers of the Club shall be a Chairman, a Secretary, a Treasurer, a Subscription Secretary and a Bar Chairman and such other Officers as the Club may in General Meeting from time to time determine.

12.6 The President and Officers of the Club shall be elected at each Annual General Meeting in accordance with Rule 9.3.

12.7 Each Officer on election at an Annual General Meeting shall hold office from the end of that Meeting until the end of the next Annual General Meeting but shall be eligible for re-election from year to year.

12.8 If any such offices fall vacant between one Annual General Meeting and the next such vacancy shall be filled by the Main Committee for the period of the vacancy subject to rules14.3 and 14.4.

13 The Main Committee

13.1 The Main Committee shall consist of the Officers of the Club and no more than thirteen (13) additional members who shall have full voting powers.

13.2 The thirteen additional members shall be:

13.2.1 three (3) members who shall be elected annually at the Club Annual General Meeting to the positions of Chairmen of Sub-committees respectively for Ground, Social and Fitness and House;

13.2.2 two (2) Club Members elected at the Annual General Meeting;

13.2.3 the following members elected or nominated by their respective sections annually, who shall be notified to Members at the Annual General Meeting:

- Cricket representative – a member of the Cricket Section Committee.
- Tennis representative – a member of the Tennis Section Committee.
- Hockey representative – a member of the Hockey Section Committee.
- Rugby representative – a member of the Rugby Section Committee.
- Squash representative – a member of the Squash Section Committee.

13.2.4 Three (3) delegates, nominated by the Farnham Royal Parish Council, who shall, during their tenure of office, be ex officio members of the Main Committee whether holding membership of the Club or not.

13.3 All Officers and Members of the Main Committee elected to the Main Committee shall retire annually and shall be eligible for re-election.

13.4 Seven members of the Main Committee, including at least two Officers with full voting powers, shall form a quorum.

13.5 Any member of the Main Committee who absents themself from meetings on three consecutive occasions without offering any satisfactory explanations, or has failed to pay his or her membership subscription in accordance with rule 6.10, shall be deemed to have relinquished his or her seat thereon.

13.6 If a Member of the Main Committee shall commit an offence under Rules 6.8 or 6.9 or shall be adjudged bankrupt or if a court order is made appointing a receiver to administer such Member's property such Member shall thereupon cease to be a Member of the Main Committee.

13.7 Main Committee Members shall receive no remuneration for serving on the Main Committee other than the payment of authorised expenses for carrying out their duties.

14 Powers of the Main Committee Sport Section Committees and Sub-committees

14.1 The affairs of the Club shall be administered by the Main Committee which shall exercise all powers of the Club expressed in Rule 4 and without limiting the generality thereof.

14.2 The Main Committee may assign to the Officers the responsibility for the day-to-day management of the Club including but not limited to the authority to appoint and determine the terms and conditions of service of employees of the Club and to enter into contractual arrangements on behalf of the Club, consistent with the policies agreed from time-to-time by the Main Committee always subject to the powers of the Club expressed in Rule 4.

14.3 The Main Committee may elect or co-opt a Member to fill any arising vacancy on the Main Committee until the next relevant Annual General Meeting when the co-opted Member shall retire but shall be eligible for re-election.

14.4 Any person nominated or co-opted as a member of the Main Committee must be a Member.

14.5 The Main Committee shall have power to appoint such Sports Section Committees or Sub-committees as are considered necessary to deal with the affairs of the Club..

14.6 The Main Committee shall determine the powers and terms of reference of all Sports Section Committees and Sub-committees.

14.7 The Main Committee may delegate any of its responsibilities or power to approved Sports Section Committees or Sub-committees.

14.8 In the exercise of any such delegated responsibility or power expressed in Rule 14.5, Sports Section Committees and Sub-committees shall conform to Club Rules and any other regulation or requirement decided by the Main Committee.

14.9 The Chairman and one other Officer shall be non–voting ex officio members of all Sports Section Committees.

15 Committee Members' Interests

15.1 Any Member of the Main Committee or any Sport Section Committee or Sub-committee who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Club shall declare the nature and extent of his or her interest at the first meeting of the relevant Committee held after he or she became so interested.

15.2 Notwithstanding rule 15.1, a general notice given to a Committee that a Committee Member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Committee Member has an interest in any such transaction of the nature and extent so specified.

15.3 Provided that he or she has disclosed in accordance with this rule any material interest of his or hers, a Committee Member:

15.3.1 may be party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise interested;

15.3.2 may be a director or other office of, or employed by, or party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Club or in which the Club is otherwise interested; and

15.3.3 shall not, by reason of his or her office, be accountable to the Club for any benefit which he or she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

16 Proceedings of the Main Committee Sport Section Committees and Sub-committees

16.1 The Main Committee shall not exercise its powers in any way or for any purpose inconsistent with the objects of the Club.

16.2 The procedure for the conduct of meetings of the Main Committee shall be prescribed by the Main Committee and details thereof shall be kept by the Secretary and be available for inspection by Members at all reasonable times.

16.3 Main Committee meetings shall be held as often as the Main Committee thinks fit provided that there shall not be less than 8 meetings each year. The quorum for such meetings shall be at least two Officers and five other members. The Chairman and the Honorary Secretary shall have discretion to call emergency meetings of the Main Committee if they consider it to be in the interests of the Club. The Honorary Secretary shall give all the members of the Main Committee not less than five days' notice of a meeting.

16.4 The Chairman shall be the chairman of the Main Committee. Unless he or she is unwilling to do so, the Chairman shall preside at every meeting of the Main Committee at which he or she is present. But if there is no person holding that office or if the Chairman is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, then an Officer shall preside.

16.5 Decisions of the Main Committee shall be made by a simple majority and in the event of an equality of votes the Chairman (or the acting chairman of that meeting) shall have a casting or additional vote.

16.6 Sports Section Committees and Members shall be subject to their individual section rules as well as those of the Club.

16.7 The Chairman and one other Officer shall be non voting “ex-officio” members of all Sports Section Committees and Sub-committees; the Honorary Secretary shall be informed of each Sports Section Committee and Sub-committee meeting by a Member of the said Committee.

16.8 Each Sport Section Committee and Sub-committee shall submit a copy of the minutes of its meetings to the Secretary of the Club within 14 days of the date of the meeting.

16.9 References in these Rules to any acts or activities or opinion (including, without limitation, decisions, directions, requests, exercises of discretion and the giving of consent) of the Main Committee shall mean such acts or activities or opinions as shall have been sanctioned or effected or (as the case may be) expressed by (a) a resolution of the Main Committee or (b) a resolution of the relevant Sport Section Committee or Sub-Committee where the power to act or authority being exercised has been delegated by the Main Committee to a Sport Section Committee or Sub-Committee or (c) the relevant Officer where that power or authority has been delegated by the Main Committee to an Officer.

17 Vice-Presidents

17.1 The Main Committee may each year nominate for election at the Annual General Meeting as Vice-Presidents of the Club such Member or Members as they consider should receive special recognition for services to the Club. Any Member so elected shall remain a Vice-President until ceasing to be a Member. The position of Vice-President shall not carry any rights or obligations and in particular a Vice-President shall not be an Officer or a Member of the Main Committee unless separately elected as such.

V FINANCE

18 Finance

18.1 The Club's income shall be obtained annually from the subscriptions and match fees of Members, from investments and securities, from the letting of the Ground, from sponsorship and from any other available source.

18.2 All monies received by the Club shall be under the control of the Treasurer and shall be lodged to the credit of the banking account specified by the Main Committee.

18.3 All payments made by cheque shall be signed by any two (2) of the Officers of the Club.

18.4 The operating surplus of the Club shall be applied only in furthering the objects of the Club. No distribution of Club assets, in cash or in kind shall be made to Members or third parties but this shall not prevent donations by the Club to registered charities or to any registered Community Amateur Sports Clubs.

18.5 A Financial Statement of the Club's affairs shall be made up to 31st December in each year (or such other date as may be determined from time to time by the Club in General Meeting) and shall be signed by the Treasurer, the Secretary and one Member of the Main Committee. An audit, where necessary in law or where the membership require, shall be carried out by a qualified auditor or, where the conditions applicable for appointing lay auditors apply, by 2 or more lay auditors, and a printed copy of the signed Financial Statement, together with the Auditors' report thereon, shall be sent to each member with the notice calling an Annual General Meeting.

18.6 The Club may participate in a direct debiting scheme as an originator for the purpose of collecting subscriptions for any category of membership and/or any other amounts due to the Club. In furtherance of such a scheme the Club may enter into an indemnity required by the bank upon whom direct debits are to be originated and such indemnity may be executed on behalf of the Club by the Secretary or as otherwise determined pursuant to these Rules.

19 Subscriptions & Match Fees

19.1 The annual subscription payable by Members of the Club shall be such as the Main Committee shall from time to time prescribe, and shall become payable annually on the 1st January or other date as the Main Committee may decide, in respect of the following year.

19.2 The Club shall maintain subscriptions at levels that shall not pose a significant obstacle to people from the community becoming a Member.

19.3 New Members elected after 30th June of any year shall pay such reduced subscriptions as may be decided from time to time by the Main Committee. Late renewing Members whose membership has lapsed pursuant to Rule 6.11 shall not be entitled to a reduced subscription fee.

19.4 A match fee shall be charged for all Club matches as decided by the Main Committee.

19.5 Match fees for Minis, Juniors, Associates and Members in full time education shall be recommended by each Sports Section Committee and be subject to the approval of the Main Committee.

20 Auditors

20.1 The provisions of the Act relating to the appointment, powers, rights, remuneration, responsibilities and duties of the Auditors shall be complied with.

20.2 The Auditors where appointed shall be entitled to attend any General Meeting and to receive all notices of and other communications relating thereto which any Member is entitled to receive, and to be heard at any General Meeting on any part of the business which concerns them as auditors.

VI STATUTORY PROCEDURES

21 Registered Office

21.1 The registered office of the Club shall be at the Ground or at such other location in England as the Main Committee may from time to time otherwise determine.

21.2 Notice of any change in the situation of the registered office shall be given by the Secretary to the FSA within fourteen days after the change.

22 Use of the Name of the Club

22.1 The name shall be kept painted or affixed in a conspicuous position and in letters which are easily legible on the outside of every office or place in which the activities of the Club are carried on.

22.2 The name shall be stated in legible characters in all business letters of the Club, in all notices, advertisements and other official publications of the Club, in all bills of exchange, promissory notes, endorsements, cheques and orders for money or goods purporting to be signed by or on behalf of the Club and in all bills, invoices, receipts and letters of credit of the Club.

22.3 Save with the authority of the Main Committee, the name of the Club shall not at any time be used by any Member in any document or advertisement issued or published by, or on behalf of or with the authority of that Member in such a way as to indicate or imply that such document or advertisement was issued or published by or on behalf of the Club or the Main Committee.

23 Register of Members

23.1 The Club shall keep at its registered office a Register of Members and Officers in which the Membership Secretary shall enter the following particulars:

- 23.1.1 the name and address of each Member;
- 23.1.2 a statement of the share held by each Member and the amount paid therefore;
- 23.1.3 a statement of other property, if any, in the Club held by each Member whether in loans or otherwise;
- 23.1.4 the date on which each Member was entered into the Register as a member and the date on which a Member ceased to be a Member;
- 23.1.5 the names and addresses of the Officers of the Club with the offices held by them respectively and the date on which they assumed and left office;

23.2 The Register of Members and Officers shall be so constructed that it is possible to open to inspection the particulars entered pursuant to Rules 23.1.1, 23.1.4 and 23.1.5 without also opening to inspection the other particulars entered in the Register.

24 Inspection of Books

24.1 All members and persons having an interest in the funds of the Club shall be allowed to inspect their own accounts and the particulars entered in the Register of Members and Officers other than those entered under Rules 23.1.2 and 23.1.3 at all reasonable hours at the registered office of the Club subject to such regulations as to the time and manner of such inspection as may be made from time to time by a resolution passed at a General Meeting.

25 Annual Return

25.1 Every year not later than the date provided by the Act or where the return is made up to the date allowed by the FSA not later than seven months after such date the Secretary shall send to the FSA the annual return in the form prescribed by the FSA relating to the affairs of the Club for the period required by the Act to be included in the return together with a copy of the Financial Statement of the Club with the report of the Auditors where applicable thereon for the period included in the return and a copy of each balance sheet made during that period and the Report of the Auditors where applicable on that balance sheet.

25.2 A copy of the latest annual return shall be supplied free of charge on demand to every member or other person interested in the funds of the Club.

26 Publication of Accounts

26.1 The Club shall keep a copy of the last balance sheet for the time being together with the Report made by the Auditors where applicable thereon always hung up in a conspicuous place at its registered office.

27 Registration

27.1 These Rules shall take effect on and from the date of their registration pursuant to and in accordance with the provisions of Section 2 of the Industrial and Provident Societies Act 1965.

28 Dissolution

28.1 In the event of it becoming necessary for the Members to discontinue the activities of the Club and to dissolve the Club under the provisions of the Act, its funds and property shall not be paid or distributed amongst the Members but (subject to rule 5.1.5) shall be appropriated or distributed for such registered Community Amateur Sports Club or charity as may be approved by the Members in general meeting.

VII GENERAL

29 Visiting Teams

29.1 Members and officials of Clubs visiting the Club for the purpose of playing a match or supporting their team may at the discretion of the Main Committee be admitted to the Club premises as guests of the Main Committee and be permitted to purchase and be supplied with intoxicating liquor.

30 Members' Guests

30.1 Members may introduce a guest or guests into the Clubhouse on up to a maximum of four (4) occasions per annum, after which the guest(s) shall be expected to apply for membership.

30.2 Members will be responsible for the conduct of their guests on the premises. Such guests shall during their visit be subject to Club rules.

30.3 Individuals may play as a guest of a member in any Sports Section up to four (4) times in any one year after which they are expected to apply for membership of the Club, or, if already a Club member to join the relevant Sports Section if they wish to continue to play.

31 Licensing

31.1 Save for those persons who are admitted to membership under Rule 6.15 no person may be admitted to membership without an interval of at least two days between the dates of nomination and admission.

31.2 Subject to such restrictions as may be imposed from time to time by the Main Committee in any Regulations the Club house bar shall be open during such hours as the Main Committee may decide and intoxicating liquor shall be supplied during such hours as may be fixed by the Main Committee and contained in the Operating Schedule set out in the Club's Premises Licence as required by law, but the Main Committee shall have power to close the Clubhouse bar or any part thereof and/or to reduce the hours of supply of intoxicating liquor from time to time on affixing notice thereof on the Club's notice board.

31.3 No intoxicating liquor shall be sold or supplied otherwise than to:

- Members and associates,
- Members bona fide guests,
- persons admitted to the Club premises in accordance with Club Rule 29 (visiting teams) and Club Rule 30 (guests).

31.4 No intoxicating liquor shall be supplied for consumption off the premises except to a member in person.

31.5 Intoxicating liquor may be sold to persons attending the Club premises as guests of members or guests of the Club for social or other functions organised or authorised by the Club (subject to rule 34).

32 Preservation of Ground and Club Property

32.1 The Ground is the property of the Farnham Royal Parish on lease to the Club. Members shall ensure that every precaution be taken to protect the Ground and Club property. Members shall not take part in any Club game, unless equipped with suitable equipment and/or attire as prescribed by the regulations of the relevant Sport Sections.

33 Colours

33.1 The colours shall be decided by each Sports Section.

34 Social Functions

34.1 The number of such functions that require extensions of normal bar opening hours shall not exceed twelve (12) in any one year. No function shall be permitted to which admission may be obtained by payment of money at the door whether for a ticket or otherwise.

35 Continuity

35.1 For the avoidance of doubt every Member of the Club who at the date these Rules take effect pursuant to Rule 27 holds office or position in any capacity in the Club (including the position of Vice-Presidents) shall continue to hold the same office or position following registration. Such Members shall have the same seniority, dates of appointment, dates of retirement and the like after registration as before registration, subject only to such changes as are necessary by virtue of these Rules..

36 Indemnity

36.1 Each Officer and employee from time to time of the Club and each person who was or is from time to time a Member of the Main Committee or any Section or Sub-Committee shall (to the extent that such person is not entitled to recover under any policy of insurance) be entitled to be indemnified out of any and all funds available to the Club, which may lawfully be so applied, against all costs, liens, charges, expenses and liabilities whatsoever incurred by such person in the execution and discharge of duties undertaken on behalf of the Club or in relation thereto, or incurred in good faith in the purported discharge of such duties, including any liability incurred in initiating, prosecuting or defending any proceedings, civil or criminal, which relate to anything done or omitted as an Officer or employee or as a Member of the Main Committee or any Section or Sub-Committee as the case may be.

37 Notices

37.1 A notice may be served by the Club upon any Member, either personally or by sending it by post or fax addressed to such member at his or her registered address as appearing in the Register of Members. A notice may also be served by the Club upon any Member by electronic communication in accordance with rules 37.2 and 37.3.

37.2 Any member who notifies the Club of an address to which the Club may send electronic communications shall be treated as having agreed to receive notice and other documents from the Club by electronic communication.

37.3 If a Member notifies the Club of his or her email address the Club may send the Member the notice or other documents by publishing the notice or other document on a website and notifying the Member by email that the notice or other document has been published on the website.

37.4 Any notice, whether sent by post, fax or electronic communication shall be deemed to have been served on the day following that on which the letter or other communication containing the same is put into the post, sent, or otherwise dispatched.

38 Arbitration

38.1 Every dispute of the type specified in Section 60 of the Industrial and Provident Societies Act 1965 or any amendment, modification or re-enactment thereof (not being one in respect of which the decision falls to be made in some other way under these Rules) shall be referred to the arbitration of a single arbitrator (pursuant to the Arbitration Act for the time being in force) to be appointed in default of agreement between the parties to the dispute by the President (or failing whom one of the other Officers) for the time being of the Club.

39 Interpretation

39.1 Subject to the provisions of the Act any difference of opinion as to the interpretation of these Rules or on any matter not provided for therein shall be decided by the Chairman of a General Meeting at such Meeting or by the Main Committee in every other circumstance, and every such decision shall be recorded in the minutes and shall be accepted as the true meaning until thereafter otherwise interpreted on due notice at a subsequent General Meeting.

40 Schedule of Definitions

The Act	means the Industrial and Provident Societies Acts 1965-1978 and any subsequent Acts governing or otherwise affecting industrial and provident societies.
Auditors	means the auditors of the Club for the time being.
Club	means Farnham Common Sports Club Limited.
Main Committee	means the Main Committee designated in Rule 13 and “Main Committee Member” or “Member of the Main Committee” means a member of the Main Committee for the time being and shall include a person co-opted under Rule 14.3.
FSA	means the Financial Services Authority or its statutory successor carrying on its relevant functions.
Financial Statement	means a Balance Sheet together with a Statement of Accounts showing Income and Expenditure.
General Meeting	means a general meeting of Members.
Ground	means the ground Clubhouse and other buildings built thereon maintained and developed under the provisions of Rule 3.2.4. under lease from Farnham Royal Parish Council.
Member	means a member of the Club.
Officers	means the officers designated in Rule 12.5.
Operating Schedule	means the schedule contained in the Club Premises Licence governing the scope of the Club’s activities under the Licensing Act 2003.
Premises Licence	means the Club’s premises licence or Club premises certificate permitting the Club to use the Club’s premises for licensable activities under the Licensing Act 2003.
Regulation	means a resolution, regulation or instruction made in accordance with Rule 4.11.
“Rules”	means the Rules of the Club for the time being registered with the FSA.
Secretary	means the Secretary of the Club for the time being.

41 Signatures

Name: RICHARD THOMAS (Chairman).	Signature:	Date 03.07.2017
Name: ALAN MORGAN (Secretary)		03.07.2017
Name: RICHARD COWAN (Treasurer)		03.07.2017

Table 1 Names and Signatures

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