



# Hawks Football Club

Registered Charity: 1159849

*"More than a club – Making a difference to young people's lives"*



## Hawks FC - Charity Constitution

### 1. Name:

The Club shall be called Hawks Football Club (the "Club").

### 2. Objects

The Charitable Objects of the Club are:

- a) To advance the amateur sport of association football.
- b) To promote community participation in healthy recreation by providing facilities in the town of Kettering for playing Association football.
- c) To provide and assist in providing facilities for sport, recreation and other leisure time occupation of people who have need of such facilities because of their youth, age, infirmity or disablement, poverty, or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving their conditions of life.
- d) To advance the education and wellbeing of children and young people whether or not undergoing formal education.
- e) To promote the principle of "Sport for All", with equality of opportunity regardless of ability or skill, in a safe environment played within the Spirit of Sport, Club Values as well as the Laws of the games.
- f) To act with fairness and integrity with the aim of setting high standards of conduct in the sport.

### 3. Powers

In furtherance of the Objects but not otherwise the Trustees & Club Committee shall have the following powers:

- (a) To raise funds and to invite and receive contributions.
- (b) To trade in the ordinary course of carrying out the Objects of the Club and carry on any other trade which is not a substantial and permanent trading activity, and which is not expected to give rise to taxable profits.
- (c) To buy, take on lease or exchange, hire or otherwise acquire real or personal property necessary for the achievement of the Objects and to construct, maintain and alter buildings or erections.
- (d) To sell, lease or dispose of all or any part of the property of the Club.
- (e) To borrow money and to charge all or any part of the property of the Club with repayment of the money so borrowed subject to such consents as may be required by law.
- (f) To employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions for staff and their dependents.
- (g) To invest monies of the Club not immediately required for its purposes in such investments, securities or property as may be thought fit subject to any consents or conditions as may be required by law.
- (h) To incorporate subsidiary companies to carry on any trade.
- (i) To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them.
- (j) To do all such other lawful things as are necessary for the achievement of the Objects.

### 4. Status of Rules

These Rules (the "Club Rules") form a binding agreement between each member of the Club



62 Northampton Road  
Kettering  
Northants  
NN15 7JX

Web: [www.hawksfc.co.uk](http://www.hawksfc.co.uk)  
Email: [hawks.foundation@gmail.com](mailto:hawks.foundation@gmail.com)  
Phone: 01536 511049  
Registered Charity: 1159849



## **5. Club Rules and Regulations**

- (a) Hawks Football Club shall be a section of Kettering Sports Club its home venue, (hereafter referred to as “The Main Club”) until such time as it decides under its constitution otherwise.
- (b) The Club and its teams shall play in a red half and black half coloured shirt with black shorts to identify it.
- (c) All club players shall wear club kit whilst playing at the club ground or representing it in matches.
- (d) So far as is consistent with the clubs status as a charity the members of the Club shall so exercise their rights, powers and duties and shall, where appropriate, use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in accordance with the Rules and Regulation of The Football Association Limited ("The FA"), County Football Association to which the Club is affiliated ("Parent County Association") and Competitions in which the Club participates.
- (e) The Charity may amend any provision contained in this Constitution provided that:
  - 1) No amendment may be made that has the effect of making the Charity cease to be a Charity in law.
  - 2) No amendment may be made to alter the Objects Clause 2 if the change would not be within the reasonable contemplation of the members of or donors to the Charity and Charity Commission consent.
  - 3) No amendment may be made to Dissolution Clause 20 without consent of the Charity Commission.
- (f) The FA and the Parent County Association reserve the right to approve any proposed changes to the Rules.
- (g) The Club and its Members will also abide by The FA's Safeguarding Children Policies and Procedures; Codes of Conduct and the Equal Opportunities and Anti-Discrimination Policies as shall be in place
- (h) The Club and its Members shall abide by the clubs' own rules and processes outlined in the club handbook which is published and available all members and this constitution which is reviewed from time to time and published.
- (i) Subject to the following provisions the rules may be altered by a resolution passed by not less than two thirds present and voting at a general meeting. The notice of the general meeting must include notice of the resolution, setting out the terms of the alterations proposed.
- (j) Any resolution amending these Rules shall be sent to the Charity Commission within 21 days of it being passed.

## **6. Club Values**

- (a) All Members of the Club must respect sports traditional values and make an important contribution to upholding these values and the associated Codes of Conduct set out in the club constitution, club rules and members handbook.
- (b) The club aims to provide exceptional value for money for its members in terms of its Membership Costs to make the club as inclusive as possible
- (c) The clubs 10 Values and Beliefs are:
  - 1) SPORTSMANSHIP - Respect and Fair Play within the “Spirit of Sport”
  - 2) PRIDE & IDENTITY by being seen wearing our club colours- the Red and Black Halves Shirt and badge
  - 3) FAIRNESS with Equality of Opportunities including Pitch Time
  - 4) ATTACKING, RISK TAKING & CREATIVE FOOTBALL
  - 5) DEVELOPING BETTER PEOPLE especially Young Leaders
  - 6) HIGH STANDARDS on and off the Pitch
  - 7) RESPECT & POSITIVE BEHAVIOUR from all at the club
  - 8) INTEGRITY in the way we work
  - 9) SIDE BEFORE SELF every time
  - 10) LEGACY – The only thing that changes is the size of the shirt

## **7. Classes of Membership**

- (a) The following classes of membership shall be available for application which may vary from time to time:
- Founder Member (Adult Membership with at least 5 continuous years membership)
  - Full Member (Adult Membership for Playing, Coaching or Volunteer staff)
  - Family Membership (Membership for Adults and Siblings of the same family)
  - Student Member (A Student of any age in Full time Education)
  - Associate Member (Non-Playing Member)
  - Honorary Life Member (Full Member of the Club for life, without further payment of subscription)
- (b) Voting Members are defined as any Founder Member, Full Member, Student Member aged 18 or above or Associate Member. To be able to vote membership fees must be fully up to date.
- (c) Founder Members of the Club are defined as anyone who is a current member and has been a member for at least 5 continuous years in any of the following three categories.
- (1) any current fully paid-up Full Member OR
  - (2) any current fully paid-up Student Member aged 18 or above or
  - (3) an Honorary Life Member
- (d) An Associate Member is defined as a person who does not participate in a playing capacity for the club in competition events organised under the club's county FA affiliation but has an active role in the club as a volunteer. Any Associate Member must have applied for Associate Membership and paid the relevant Membership Fee. Only 2 Associate Members are permitted to serve on the Club Committee at any one time.
- (e) Following the recommendation of the General Committee, the Committee may appoint as an Honorary Life Member any person who has given outstanding service to the Club. An Honorary Life Member shall for the purposes of these Rules be deemed to be a Full Member of the Club for life, without further payment of subscription. At no time, however, shall there be more than fifteen Honorary Life Members.
- (f) It should be noted that Parents or Guardians of Student Members are not classed as Club Members nor hold any Voting rights unless they are Full Members or Associate Members of the club.
- (g) All members in all categories are required to comply with the club rules and are subject to the provision of Clause 11 (Resignation & Expulsion)

## **8. Membership Fees**

- (a) Membership fees and subscriptions for different classes of membership payable by each member shall be determined from time to time by the Club Committee and set at levels that will not preclude open membership.
- (b) Annual Membership Fees are due on 1<sup>st</sup> June each calendar year and shall be paid within 30 days.
- (c) The Treasurer shall be responsible for collecting the annual membership fee from all members and shall pay over any element to the "Main Club" upon receipt of a demand for such payments which are due.
- (d) Any fees shall be payable on a successful application for membership by each member.
- (e) Fees shall not be repayable.
- (f) Any member who leaves the club for any reason part way through a membership cycle shall be liable for any fees due at that time and will be invoiced for these and the replacement value of any unreturned club property or kit.
- (g) The Club Committee shall have the authority to levy further subscriptions or fees from the members as are reasonably necessary to fulfil the objects of the Club.
- (h) In addition to the Membership fee, playing members shall make a monthly subscription in the form of a donation to cover the clubs operating costs which shall be paid by bank transfer each month to the club's bank account.
- (i) Should a members monthly subscription fall into arrears by two payments they shall be suspended from playing until the matter is resolved.
- (j) Should a members monthly subscription fall into arrears by three payments then the club shall refer to Rule 11b.

## **9. Club Membership**

- (a) The Trustees have authority and absolute discretion to refuse Membership or a renewal of Membership where it would be contrary to best interests of the sport or the good conduct and interests of the Club without assigning any reason for such refusal.
- (b) The members of the Club from time to time shall be those persons listed in the register of members (the "Membership Register") which shall be maintained by the Club Secretary, approved by the Trustees, and held on the Clubs Membership System. The register will be renewed annually on 1<sup>st</sup> June.
- (c) Membership shall become effective upon an applicant's name being entered in the Membership Register and the sign on fee being paid.
- (d) Every club member must be a member of the Main club.
- (e) The FA, Parent County Association and Main Club shall be given access to the Membership Register on demand.
- (f) The Club may have different classes of membership on a non-discriminatory and fair basis.
- (g) Memberships are renewed annually each year on 1<sup>st</sup> June by request and payment of any annual fee.
- (h) No person shall be entered onto the club register until the annual membership fee is paid.
- (i) 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.
- (j) Any person over the age of 18 who wishes to become a member must complete a Membership Application Form and sign all clubs' consents and complete the payment authority for the Membership Sign On and ongoing monthly fees. This can be completed on our Online Club Register.
- (k) The Parents or Guardian of a person under the age of 18 who wishes to become a member must complete a Membership Application Form on behalf of the minor and sign all clubs' consents and complete the payment authority on their behalf. This can be completed on our Online Club Register. The Minor only applying will be entered on the club register as a member.
- (l) Parents or Guardians of children are not members unless they complete an associate application for approval.
- (m) The Club may hold a waiting list for membership if spaces are not available due to teams being at maximum capacity and an applicant request being added to the waiting list.
- (n) For persons on the club waiting list should any space become available it should be offered in an order of priority based on the length a person is on the waiting list and the availability of a spaces in the age group of the applicant. The person on the waiting list the longest shall be offered the first space.
- (o) In the event of a member's resignation or expulsion they shall be removed from the Membership Register.
- (p) Appeals against refusal of a membership application may be made in writing to the General Secretary. A meeting of the Trustees shall be convened to decide on such matters and a decision made by a majority vote with the Chair of the Trustees meeting having any casting vote.
- (q) Any member who is expelled or resigns from Hawks Football Club shall no longer be a member of the "Main Club".
- (r) Any member who is expelled or resigns from the "Main Club" shall no longer a member of Hawks Football Club.

## **10. Club Teams**

- (a) The Club and its teams shall play in a red half and black half coloured shirt with black shorts to identify them.
- (b) All club players shall wear club kit whilst playing at the club ground or representing it in matches.
- (c) At its first meeting following each AGM, the Club Committee shall appoint a Club member to be responsible for the Team Managers role each of the Club's football teams.
- (d) The appointed Team Manager shall be responsible for managing the affairs of the team.
- (e) The appointed Team Manager may be asked to present to the Club Committee verbally at Committee Meetings.
- (f) The appointed Team Manager shall present prior to the AGM a written report of the activities of the team in the previous season and its future for the following season.
- (g) In the event of a Club Team failing to complete the season the club may take any necessary and reasonable steps to recover all property and assets held by the team and its members.
- (h) If a team or its members fail to return club property, owe funds, or have funds due to be owed during the remainder of the season from commitments they have entered then the members of that team shall be jointly and severally liable for any debt or amounts outstanding.

## **11. Resignation and Expulsion**

- (a) A member shall cease to be a member of the Club if, and from the date on which, he/she gives notice to the Club Committee of his / her resignation.
- (b) A member whose annual membership fee or further subscription is more than three months in arrears shall be deemed to have resigned his membership of the Club and shall be removed from the membership register.
- (c) The Club Trustees shall have the absolute discretion and authority to remove a member, or the parent or guardian of a member for good cause such as conduct or character likely to bring the Club or sport into disrepute or a breach of club rules without assigning a reason.
- (d) A member who resigns or is expelled shall not be entitled to claim any, or any share of, any, of the income and assets of the Club (the "Club Property"). In the event of a resignation or expulsion the club has the powers to recover any funds owed or due and club property. The club shall take any steps required to protect its finances
- (e) In the event of any member breaking any club rules as set out in the club handbook or being in breach of the constitution a subcommittee shall meet to decide on any sanctions which shall be applied.
- (f) If a Parent or Guardian of a member is removed from the club under the provision of Clause 11 it would follow that their child who would be considered a member may need to be also removed from the Membership register.
- (g) The meeting shall be convened of three Trustees or the General Secretary, Chairman & Welfare Officer to decide on matters of expulsion. A decision shall be made by a majority vote with the Chair of the meeting having a casting vote.
- (h) Any appeal against expulsion shall be made to the Club Trustees to consider writing within 7 days.
- (i) The Appeal sub-committee shall consist of 3 independent committee members.
- (j) The members of the appeal committee shall include any club Trustees who are independent of the sub-committee who decided on the expulsion. The Appeal committee shall have the power to recommend the expulsion decision is reviewed by the full club committee.
- (k) In this event of a decision review being needed, a full club committee meeting shall be called to consider the matter and a vote called which shall be passed by a majority of those present. The Chair of the meeting shall have a casting vote in the event of deadlock.
- (l) Any member who is expelled or resigns from Hawks Football Club shall no longer be a member of the "Main Club".
- (m) Any member who is expelled or resigns from the "Main Club" shall no longer a member of Hawks Football Club.
- (n) A member's FA registration may be unreleased due to an outstanding debt and any relevant parties informed.

## **12. Club Trustees**

- (a) The Trustees of the Club act as ambassadors for Hawks FC and are responsible for the long-term strategy of the Club as set out in the role profile of the position. The Trustees shall complete the Fit and Proper Person checklist and will maintain as up to date any required background checks or training requirements.
- (b) The Trustees have absolute discretion and final decision-making powers on all the clubs' affairs under the constitution. This includes the club's values, financial affairs, governance, membership, and charity commission requirements and dissolution.
- (c) Save as provided for in the Rules and Regulations of the FA, the Parent County Association and any applicable Competition, the Trustees shall have the absolute authority to decide all questions and disputes arising in respect of any issue concerning the Club Rules including Clause 11 and Clause 20 of the constitution.
- (d) The Trustees are appointed until and unless they resign from their position, and they have the power to appoint further Trustees. A simple majority of Trustees must approve the request for a new trustee to be appointed.
- (e) The minimum number of Trustees shall be two. The maximum number of Trustees permitted shall be seven.
- (f) If the Trustees see fit, they can request specific support including external support for matters requiring specific advice or support regards the club business.
- (g) The Trustees hold permanent positions on the club committee unless they resign from the position.
- (h) In the event of a Trustee not engaging with the club or attending any form of meeting for a 12-month period they would be considered to have resigned from their position unless the remaining trustees were aware of extenuating circumstances. In these circumstances they will removed from the Charity Commission register.
- (i) The Trustees have the power to invite a person to join the club committee. A simple majority of Trustees must approve the decision.

### **13. Club Committee**

- (a) The Club Committee shall be responsible for the day-to-day football operations of the Club.
- (b) The Club Committee shall be responsible to report and advise the Board of Trustees regards the club's day to day operation at committee meetings. They may request help from the Trustees as and when required.
- (c) The Club Committee shall consist of at least three individuals and not more than twelve and shall include the following Club Officers: Trustees of the Club, Chairperson, Vice Chairperson, Treasurer, General Secretary, Welfare Officer and up to five (5) General Representatives all elected at an Annual General Meeting ("AGM").
- (d) A Committee Member may also be a Trustee.
- (e) All members of the club committee must be Voting Members of the club under the membership categories.
- (f) The club committee shall not have more than 2 Associate Members as General Representatives at any one time, all other members of the club committee must hold a minimum full membership of the Club.
- (g) Excepting the Club Trustees each Club Committee Member shall hold office from the date of appointment until the next AGM unless otherwise resolved at an Extraordinary General Meeting ("EGM").
- (h) Any person wishing to apply for a committee position shall submit a nomination for a post, seconded by two people to the Trustees at least 7 days prior to the date of the AGM.
- (i) The Trustees may decide to seek additional references and information regards the persons suitability to join the club committee which may include background checks.
- (j) Subject to a simple majority of committee members agreeing and with the Club Chairman having the casting vote if required they shall recommend any nomination received to join the club committee to the Trustees to agree prior to a proposal to the AGM for vote and new person in post. The Trustees under the provision of their powers in Clause 12 may approve or decline the request.
- (k) A person may hold no more than two (2) positions at any time.
- (l) An outgoing member of the Club Committee may be re-elected annually without a proposer.
- (m) In the event of no new nominations for positions on the club committee prior to the AGM the Club Committee shall be proposed at the AGM to be voted into post on block.
- (n) Any vacancy on the Club Committee which arises between AGMs may be proposed by one (1) and seconded by another one (1) of the remaining Club Committee members and recommended to the Trustees for consideration by a simple vote. The proposal to appoint will need approval by the club Trustees under their powers in Cause 12.
- (o) The position of a Club Officer shall be vacated if such a person is subject to a decision of The FA that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.
- (p) Club Committee members shall be indemnified out of the assets of the Club in relation to any liability properly incurred by him or her in that capacity. The Club will provide indemnity insurance to cover this risk.

### **14. Committee Meeting (CM)**

- (a) The Club Committee shall meet quarterly and hold not less than four (4) meetings per year.
- (b) The Club Committee has the discretion to invite Team Managers and Coaches to the club committee meetings if appropriate to report on the activities within their teams but only those with voting powers shall be able to vote on committee decisions.
- (c) Decisions of the Club Committee shall be made by a simple majority of those attending the Club Committee meeting.
- (d) The Chairperson of the Club Committee meeting shall have a casting vote in the event of a tie on any decisions.
- (e) Any member of the Club Committee may call a meeting of the Club Committee by giving not less than seven days' notice to all members of the Club Committee.
- (f) Decisions of the Club Committee shall be entered into the Minute Book of the Club to be maintained by the Club Secretary.
- (g) Meetings of the Club Committee shall be chaired by the Chairman or General Secretary or in their absence the Vice-chair.
- (h) The quorum for the transaction of the business of the Club Committee shall be three (3) Voting Members.

## **15. Annual General Meeting (AGM)**

- (a) The AGM shall be held in June or July each year.
- (b) The quorum for an Annual General Meeting shall be five (5) Voting Members.
- (c) The Chairperson, or in their absence a member selected by the Club Committee, shall take the chair.
- (d) At the AGM there shall be a report on:
  - 1) The Activities of the Club over the previous year.
  - 2) The Clubs Charitable activities over the previous year
  - 3) The Clubs sporting activities over the previous year
  - 4) The Club's finances over the previous year.
  - 5) The election of members of the Club Committee.
  - 6) The considering of any other business.
- (e) Each fully paid-up member present with a membership category holding voting rights shall have one vote.
- (f) 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.
- (g) Nominations for the election of members of the Club Committee 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. The Trustees in line with their powers shall consider the nomination for recommendation to the AGM.
- (h) Any 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.
- (i) The Club Secretary, or in their absence a member of the Club Committee, shall enter the Minutes of General Meetings into the Minute Book of the Club and make these available to all members.

## **16. Extraordinary General Meeting (EGM)**

- (a) An EGM may be called at any time by the Club Committee and shall be called within 21 days of the receipt by the Club Secretary of a requisition in writing, signed by not less than five members, stating the purposes for which the Meeting is required, and the resolutions proposed.
- (b) Business at an EGM may be any business.
- (c) The Secretary shall send to each member at their last known address or email address notice of the date of a General Meeting (whether an AGM or an EGM) together with the resolutions to be proposed at least 14 days before the meeting.

## **17. Limitation of Private Benefit**

- (a) Except as provided below no part of the income and property of the Club may be paid or transferred directly or indirectly, by way of distribution, bonus or otherwise by way of profit to the members of the Club.
- (b) No Club Committee member may receive any remuneration or other benefit in money, or money is worth from the Club. This shall not prevent any payment in good faith by the Club to a member or Club Committee member of –
  - 1) any payments in his, her or its capacity as a beneficiary of the Club.
  - 2) reasonable and proper remuneration for goods and services supplied to the Club except in relation to payment for playing for the Club's teams which is not permitted.
  - 3) interest at a reasonable and proper rate on money lent to the Club.
  - 4) any reasonable and proper rent for premises let to the Club.
  - 5) the reimbursement of expenses properly incurred by him or her when acting on behalf of the Club.
  - 6) reasonable and proper premiums in respect of indemnity insurance for members of the Club Committee.
  - 7) a payment under the indemnity provision contained in Rule 9 above to a Club Committee member.
  - 8) No Club Committee member shall take part in any decision or be present at any meeting at which payment to him or her is considered.

## **18. Club Finances**

- (a) A bank account shall be opened and maintained in the name of the Club (the "Club Account").
- (b) All monies payable to the Club shall be deposited in the Club Account only.
- (c) No Teams shall hold separate bank accounts for running their operation.
- (d) The Club hold funds in its Unrestricted Account for day-to-day operations.
- (e) The Club holds funds in its Restricted Account which are ringfenced for specific purposes.
- (f) The designated account signatories to the bank mandate shall be at least two approved committee members or Trustees including the club treasurer.
- (g) The club bank account shall have dual signing arrangements.
- (h) No sum shall be drawn from the Club Account unless authorised by two bank signatories
- (i) Two persons from the same family household shall not be able to counter sign any bank transactions.
- (j) The bank account signatories may pay for goods or services related to the running of the club by individual Debit Card or via online bank transfer up to the value of £250 in the Clubs name provided both the other signatories has been notified and have both approved the transaction.
- (k) The authorised bank signatories shall countersign or approve all grant or funding applications applied for in the name of the club.
- (l) The Club Committee shall have the power to authorise the payment of remuneration and expenses to any member (although a Club shall not remunerate a member for playing) and to any other person or persons for services
- (m) The Club Property shall be applied only in furtherance of the Objects of the Club.
- (n) Details of all transactions will be entered into the clubs accounting records.
- (o) The Club shall keep accounting records for recording the fact and nature of all payments and receipts to disclose, with reasonable accuracy, at any time, the financial position, including the assets and liabilities of the Club.
- (p) The Club must retain its accounting records for a minimum of six (6) years.
- (q) The Club shall prepare an annual "Financial Statement" that shall be available for The FA for Charity Commission.
- (r) The Financial Statement shall be approved by members at a General Meeting and signed by the Club Trustees.

## **19. Club Property & Custodians**

- (a) The Custodians shall be appointed by the Club in a General Meeting and shall hold office until death or resignation unless removed by a resolution passed at a General Meeting.
- (b) The Custodians should hold Founder Membership positions under the Membership Categories.
- (c) One Custodians shall be the Club Treasurer.
- (d) Entry in the Minute Book shall be conclusive evidence of such a decision to be a Custodian.
- (e) The Custodians shall not be Custodian Trustees within the meaning of the Public Trustee Act 1906.
- (f) The Custodians who shall act as holding Trustees and deal with the Club Property as directed by decisions of the Club Committee and Trustees.
- (g) The Club Property and Assets shall be vested in not less than two (2) and not more than four (4) custodians. (the "Custodians").
- (h) In the event of the club being dissolved under the provision of Clause 20 (Dissolution) the remaining account balance after the payment of any liabilities or debts shall become a club asset.
- (i) On their removal or resignation, a Custodian shall execute a Conveyance in such form as is published by The FA from time to time to a newly elected Custodian or the existing Custodians as directed by the Club Committee.
- (j) The Club shall, on request, make a copy of any Conveyance available to the FA.
- (k) On the death of a Custodian, any Club Property vested in them shall vest automatically in the surviving Custodians.
- (l) If there is only one surviving Custodian, an EGM shall be convened as soon to appoint another Custodian.
- (m) The Custodians shall be entitled to an indemnity out of the Club Property for all expenses and other liabilities reasonably incurred by them in carrying out their duties.



**20. Dissolution**

- (a) A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried by the majority of at least three-quarters of the eligible voting members present.
- (b) In the event of a resolution to dissolve the club not being passed by the committee but the club not having sufficient committee members and Trustees to continue with the running of the club under the provisions and rules within the constitution the Trustees shall have the power to decide on the matter of the dissolution resolution by a simple vote
- (c) The dissolution shall take effect from the date of the resolution and the members of the Club Committee shall be responsible for the winding up of the assets and liabilities of the Club.
- (d) Upon dissolution of the Club any assets remaining after the discharge of the proper debts and liabilities of the Club shall be dealt with by the club custodians and Trustees.
- (e) The Trustees and Custodians shall gift or transfer any remaining assets to a charity with similar purposes associated with the Football Association, a Not-for-profit football club, other charitable institution or institutions having objects similar to the Club as the members of the Club may determine or failing that shall be applied to some other charitable purpose.

**The Hawks Football Club’s Constitution was adopted by the Club Committee on 6th December 2014, amended on 9<sup>th</sup> May 2021 and amended 14<sup>th</sup> March 2022**

**Signed:**

.....  
**James Bambridge – Trustee**  
**General Secretary**

.....  
**Sarah Chandler – Trustee**  
**Chairman**

.....  
**Carla Bambridge – Trustee**  
**Vice- Chairman**

.....  
**Luke Doughty - Trustee**  
**Club Welfare Officer**

**Dated: 14<sup>th</sup> March 2022**