



**LEICESTERSHIRE & RUTLAND COUNTY FOOTBALL ASSOCIATION LIMITED**

**Terms of Reference**

**Inclusion Advisory Group**

**1. Objectives and Role of the Inclusion Advisory Group**

- 1.1 Inspire positive change through objectively advising and influencing the County FA to improve Equality, Diversity and Inclusion by;
  - 1.1.1 Supporting the implementation of the Diversity & Inclusion Action Plan (DIAP)
  - 1.1.2 Checking and challenging the thinking of the Board, Football Council and Working Groups
  - 1.1.3 Offer insight on areas referred to it by the Executive
- 1.2 Safeguarding must be given due regard in any decision made by the LRCFA Inclusion Advisory Group and relevant matters referred to it.
- 1.3 Equality, Diversity and Inclusion must be given due regard in any decision made by the LRCFA Inclusion Advisory Group and relevant matters referred to it.
- 1.4 The role and working of the LRCFA Inclusion Advisory Group shall be reviewed by the LRCFA Board annually.

**2. Membership**

- 2.1 The LRCFA Inclusion Advisory Group shall comprise a maximum of 12 members who will be selected through an application and interview process.
- 2.2 The LRCFA Inclusion Advisory Group will co-opt external subject matter experts to the group as required.
- 2.3 The aim is to have equal and fair representation from a variety of experiences and backgrounds to ensure the LRCFA Inclusion Advisory Group can objectively advise and influence the County FA to achieve the objectives set out in these Terms of Reference.
- 2.4 The LRCFA Inclusion Advisory Group will appoint a replacement member as it deems appropriate.
- 2.5 The LRCFA Inclusion Advisory Group shall have a Chair which was appointed by the LRCFA Board. This Chair will also be a member of the LRCFA Board as the Inclusion Director. Should

this person resign their role on the LRCFA Board, they will also cease to act in the role of Chair for the LRCFA Inclusion Advisory Group at the same time.

2.6 The LRCFA Inclusion Advisory Group Chair shall appoint a Vice–Chair, who will act as their deputy in their absence.

2.7 Only members of the Inclusion Advisory Group, Board Directors and County FA Staff have the right to attend LRCFA Inclusion Advisory Group meetings. The LRCFA Inclusion Advisory Group may invite other individuals to attend all or part of any meeting, in order to assist in their discussions and deliberations. These invited individuals will not have a vote on any matters in such a circumstance.

### **3. Term Lengths**

3.1.1 Each LRCFA Inclusion Advisory Group member shall serve as a member from the date of their appointment until June 30<sup>th</sup> 2028.

3.1.2 Any replacement or vacation of office is done so in accordance with these Terms of Reference.

3.2 The membership of the LRCFA Inclusion Advisory Group shall be reviewed annually by the LRCFA Board.

### **4. Meetings of the Working Group**

4.1 The LRCFA Inclusion Advisory Group shall meet no more than 3 times per season.

4.2 The Chair of the Inclusion Advisory Group may request additional meetings if they consider one is necessary. Requests for additional meetings by the LRCFA Inclusion Advisory Group must be made in writing to the Chair of the LRCFA Board.

4.3 Meeting dates to be scheduled as and when determined by the Chair.

4.4 Meetings of the LRCFA Inclusion Advisory Group may be hosted either at a physical location(s), or on an electronic platform(s).

4.5 The County FA Executive, in agreement with the Chair of the LRCFA Inclusion Advisory Group may at any time postpone or cancel a meeting and give no less than 4 days' notice to each member of the LRCFA Inclusion Advisory Group of such postponement or cancellation which would only occur in the event of exceptional circumstances.

4.6 The LRCFA Inclusion Advisory Group may establish Sub-Groups at its discretion to enable specific items of business to be reviewed at length and in more detail. Members of the Sub-Group will report back to the LRCFA Inclusion Advisory Group as directed by the Chair and circulate their findings for decision at subsequent LRCFA Inclusion Advisory Group meetings.

## **5. Notice and Business of Meetings**

- 5.1 Not less than 7 days before a meeting of the LRCFA Inclusion Advisory Group, each member of the LRCFA Inclusion Advisory Group shall receive an agenda and relevant papers of the business to be conducted.
- 5.2 A member of the LRCFA Inclusion Advisory Group may propose that a matter be an item on the agenda of a meeting of the LRCFA Inclusion Advisory Group by giving no less than 14 days' written notice to the Chair before the proposed date of the meeting. A matter which is proposed in compliance with these Terms of Reference shall be an agenda item.

## **6. Quorum**

- 6.1 The quorum for a meeting of the LRCFA Inclusion Advisory Group shall be half or more of the members of the LRCFA Inclusion Advisory Group entitled to attend and vote.
- 6.2 A duly convened meeting of the LRCFA Inclusion Advisory Group at which a quorum is present shall be competent to exercise all or any of the powers exercisable by the LRCFA Inclusion Advisory Group.

## **7. Conduct of Meetings of the LRCFA Inclusion Advisory Group**

- 7.1 The Chair of the LRCFA Inclusion Advisory Group or, in their absence, the Vice-Chair shall preside as Chair at a meeting of the Working Group.
- 7.2 If at any meeting neither the Chair nor Vice-Chair is present within fifteen minutes after the time appointed for holding the meeting, the members of the LRCFA Inclusion Advisory Group present shall choose one of their number to be Chair of the meeting.
- 7.3 The Chair of the meeting may with the consent of the members (and shall if so directed by the meeting) adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 7.4 The conduct of a meeting of the LRCFA Inclusion Advisory Group and the order of proceedings shall be at the discretion of the Chair of the meeting. The order of proceedings at a meeting of the LRCFA Inclusion Advisory Group shall generally be as follows:
  - 7.4.1 the minutes of the previous meeting of the LRCFA Inclusion Advisory Group shall be presented to the meeting and voted upon.
  - 7.4.2 any apologies or other correspondence the Chair of the meeting deems necessary or appropriate to present to the meeting shall be read out.
  - 7.4.3 receive any declaration of conflicts of interest for any items being discussed in the meeting

- 7.4.4 the Executive will present a summary of updates and progress that have impact on the objectives of the LRCFA Inclusion Advisory Group.
  - 7.4.5 the Chair of the meeting may invite debate by the LRCFA Inclusion Advisory Group on any current and significant issues relating to objectives of the LRCFA Inclusion Advisory Group.
  - 7.4.6 any proposals to amend the Terms of Reference shall be considered and, if thought fit, approved, subject to agreement by the LRCFA Board.
- 7.5 A member of the LRCFA Inclusion Advisory Group wishing to speak on any matter shall be entitled to do so only at the invitation of the Chair of the meeting.
- 7.6 A member of the LRCFA Inclusion Advisory Group may at any time raise a point of order which will be dealt with by the Chair of the meeting in such manner as considered appropriate.
- 7.7 A member of the LRCFA Inclusion Advisory Group may at any time move that a matter be voted upon and move an amendment to a motion.

## **8. Voting**

- 8.1 Only LRCFA Inclusion Advisory Group members that have been appointed will have the authority to vote on matters referred to it.
- 8.2 A matter shall be passed if supported by more than 50% of those members of the LRCFA Inclusion Advisory Group present and voting in accordance with Clause 6 – quorum - of these Terms of Reference; and (ii) a member of the LRCFA Inclusion Advisory Group may vote only if they are present at a meeting of the LRCFA Inclusion Advisory Group.
- 8.3 In the case of an equality of votes, whether on a show of hands or on a recorded vote, the Chair of the meeting shall be entitled to a casting vote.

## **9. Remuneration and Expenses of Members of the LRCFA Inclusion Advisory Group**

- 9.1 No member of the Working Group shall receive remuneration as such other than expenses incurred by them in connection with their attendance at meetings of the LRCFA Inclusion Advisory Group.
- 9.2 Payment of expenses for attendance at any other meetings when representing LRCFA will require the prior approval of the LRCFA Chief Executive.

## **10. Interests**

- 10.1 A member of the LRCFA Inclusion Advisory Group must disclose to the Chair at any meeting of the LRCFA Inclusion Advisory Group the nature and extent of any interest that a

member of the LRCFA Inclusion Advisory Group may be a party to, or otherwise interested in, and will affect any decision or arrangement which indirectly relates to that interest.

- 10.2 If a question arises at a meeting of the LRCFA Inclusion Advisory Group as to the right of a member of the LRCFA Inclusion Advisory Group to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and the Chair's ruling in relation to any member of the LRCFA Inclusion Advisory Group other than themselves shall be final and conclusive.

## **11. Vacation of Office**

The office of a member of the LRCFA Inclusion Advisory Group maybe vacated if;

- 11.1.1 the person ceases to hold the position or office by virtue of which they became eligible to be a member of the LRCFA Inclusion Advisory Group; or
- 11.1.2 the person resigns their office by notice to the Chair; or
- 11.1.3 the person is absent for 2 consecutive meetings of the LRCFA Inclusion Advisory Group without the permission of the Chair of the LRCFA Inclusion Advisory Group; or
- 11.1.4 the person is subject of a decision of LRCFA, UEFA or FIFA that they be suspended permanently or temporarily from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or the statutes of UEFA or FIFA (as appropriate); or
- 11.1.5 the person is removed for the reason that the person is subject of a decision of the LRCFA that they are or have been in breach of the LRCFA Code of Conduct.
- 11.1.6 if the person is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of LRCFA.
- 11.1.7 any person whose office as member of the LRCFA Inclusion Advisory Group is vacated in accordance with Clauses 11.1.3, 11.1.4, 11.1.5, 11.1.6 above will have the right of appeal to the Chair of the LRCFA Board.

## **12. Agenda & Minutes**

- 12.1 The LRCFA Executive will be responsible for the preparation and circulation of agendas and supporting papers for each meeting of the LRCFA Inclusion Advisory Group after prior agreement with the Chair of the LRCFA Inclusion Advisory Group.
- 12.2 All resolutions and proceedings of the LRCFA Inclusion Advisory Group in meetings or otherwise, and the names of those present at any meeting, shall be included in the minutes and

be submitted to the LRCFA Inclusion Advisory Group and shall be subject to the approval of the LRCFA Inclusion Advisory Group

- 12.3 The minutes of a meeting of the LRCFA Inclusion Advisory Group shall be drafted by the LRCFA Executive, and once agreed by the Chair, shall be circulated within 14 days and be conclusive evidence of the matters stated in such minutes.

**13. Reporting Responsibilities**

- 13.1 The LRCFA Executive shall circulate approved Minutes to the Chair of the Board and CEO after each meeting.

- 13.2 The LRCFA Inclusion Advisory Group shall make whatever recommendations to the Chair of the Board it deems appropriate on any area within its remit where action or improvement is needed.

**14. Budget and Expenditure**

- 14.1 No specific budget has been allocated to the LRCFA Inclusion Advisory Group.

**15. Terms of Reference (Interpretation and Amendment)**

- 15.1 In these Terms of Reference, and unless otherwise expressed, defined terms shall have the same meanings as set out in the LRCFA Articles of Association and in the event of any conflict between these Terms of Reference and the Articles, the provisions of the Articles shall prevail.

- 15.2 Subject to the powers given to the LRCFA Inclusion Advisory Group in the Articles and the LRCFA Board's right of approval over any amendment to these Terms of Reference. These Terms of Reference shall be as recommended by LRCFA Inclusion Advisory Group from time to time. Proposals to amend the Terms of Reference may only be made by the LRCFA Board.

- 15.3 Any proposals to amend these Terms of Reference will be subject to the final approval of the LRCFA Board.