

MEMBERSHIP RULES OF THE SUSSEX COUNTY FOOTBALL ASSOCIATION LIMITED ("This Association")

These Membership Rules are made pursuant to this Association's Articles of Association (**Articles**). Where there is any inconsistency between these Rules and the Articles, the Articles shall prevail.

Words defined in the Articles shall, unless otherwise specified, have the same meaning in these Rules.

1. Eligibility for Membership

All Associations, Leagues, Competitions and Clubs (except a Club formed solely for the purpose of competing in a Small Sided League or Competition) in Sussex, playing according to the rules of the Football Association, must be directly affiliated to this Association. Clubs formed solely for the purpose of competing in a Small Sided Competition will be block-affiliated by the Competition they enter. Clubs and players under the jurisdiction of this Association shall not play with or against any Club, which is not affiliated to this or some other, recognised Association.

In accordance with Article 7 the categories of membership are:

1.1 Full Members

- a) Clubs affiliated to this Association for the purpose of playing 11v11, 9v9 & Mini-Soccer football in accordance with the Laws of the Game
- b) Associations, Competitions and Leagues affiliated to this Association for the purpose of organising the playing of 11v11, 9v9 & Mini-Soccer football in accordance with the Laws of the Game
- c) Associations, Competitions and Leagues affiliated to this Association for the purpose of organising the playing of football in accordance with "the Laws of Small Sided Football and Futsal".
- d) All County Members.

1.2 Associate Members

- a) Clubs affiliated to this Association for the purpose of playing in accordance with "the Laws of Small Sided Football and Futsal".
- b) Life Vice-Presidents of this Association
- c) Honorary Vice-Presidents of this Association

Cup Competitions run under the direct control of a Full Member Association or League must be affiliated and sanctioned by this Association, but do not carry separate membership rights.

All categories of Membership set out in **1.1(a), 1.1(b), 1.1(c), 1.1(d), 1.2(a), 1.2(b) and 1.2(c)** above shall be entitled to attend General Meetings of this Association, but only those set out in **1.1(a), 1.1(b), 1.1(c) & 1.1(d)** above shall have the right to vote.

2. County Meeting

2.1 The County Meeting shall comprise:

- a. the President;
- b. the Chair;
- c. the Deputy Chair;
- d. the County Members;
- e. the Chief Executive;
- f. the Life Members;
- g. the Ambassadors;
- h. the Football Association Representative;

2.2 The County Member set out in paragraph (d) of rule 2.1(a) shall hold office until such time as they retire or are removed in accordance with these Rules or the Articles.

2.3 No person (other than the Chief Executive) who is an employee of this Association shall be eligible to be appointed, co-opted or otherwise appointed as a County Member pursuant to these Rules or the Articles.

3. Appointment of County Members

3.1 County Members shall be appointed in accordance with the provisions and make-up of the recruitment process as agreed from time to time by the Board; each appointment to be reviewed after a maximum period of three years.

3.2 In addition to the power set out in Rule 3.1, the Board shall have the power to fill any vacancy which may arise in this Association during the year between the annual general meetings. A County Member so appointed to fill a vacancy, shall hold office until such time as the person who was replaced was due to retire and such person shall be eligible for re-appointment in accordance with these Rules.

3.3 At the first County Meeting following the annual general meeting in each year, the County Meeting may appoint one representative from the Sussex County Referees' Association and also one representative from the Sussex Schools' FA. These nominated representatives shall be appointed in accordance with the provisions and make-up of the recruitment process as agreed from time to time by the Board, each appointment to be reviewed after a maximum period of three years.

3.4 No person shall be appointed or serve as a County Member if they are a Member of any other county football association, either at the time of appointment or after appointment.

3.5 All County Members must meet all requirements as set out within the Safeguarding Operating Standards.

4. President and Ambassadors

4.1 The Board may, at its sole discretion, appoint a person to be the President of the Association from time to time on such terms as the Board decides. A person appointed as the President shall hold office for a maximum three-year term from the annual general meeting at which they are appointed, or from the preceding annual general meeting if appointed between the annual general meetings, but shall be eligible for re-appointment as the Board decides at the end of each term for a maximum of three terms. The President shall not be entitled to be appointed as a Director. The President will become a County Member and shall have such rights and privileges as the Board shall from time to time prescribe. The Board is not required, but able to do so if it decides, to appoint the next President in immediate succession upon the appointed President leaving the office.

4.2 Only the Board shall appoint Ambassadors. Nominations can be received at any time. A person appointed as an Ambassador shall hold office for a maximum three-year term from the annual general meeting at which they are appointed, or from the preceding annual general meeting if appointed between the annual general meetings, but shall be eligible for re-appointment at the end of each term. The Ambassador will become a County Member and shall have such rights and privileges as the Board shall from time to time prescribe.

5. **Chair and Deputy Chair**

The Board shall decide which of its members should be the Chair and Deputy Chair in accordance with the Articles. The persons shall be appointed in accordance with the provisions and make-up of the recruitment process as agreed from time to time by the Board. Such persons shall be appointed for a three year term and upon such conditions as the Board thinks fit. A casual vacancy arising in the position of Chair or Deputy Chair may be filled by the Board at any time.

6. **Life Vice-Presidents**

Life Vice-Presidents shall be entitled to receive notice of and attend general meetings but shall not be entitled to vote thereat. Life Vice-Presidents shall not be County Members. Life Vice-Presidents shall have such rights and privileges as the Board shall from time to time prescribe. No further Life Vice-Presidents shall be appointed.

7. **Honorary Vice-Presidents**

A person who has served Sussex football with distinction may be appointed as an Honorary Vice-President by the Members at the annual general meeting. Any County Member may recommend someone as an Honorary Vice-President, for consideration and, if thought fit, nomination by the Executive Committee. Honorary Vice-Presidents shall be entitled to receive notice of and attend general meetings but shall not be entitled to vote thereat, except an Honorary Vice-President who is also a serving County Member will be entitled to a vote. Honorary Vice-Presidents shall have such rights and privileges as the Board shall from time to time prescribe.

8. **Life Members**

Existing Life Members shall be entitled to remain on the County for the rest of their lives without the need to be re-appointed. A Life Member shall not be entitled to be appointed as a Director. Life Members shall have such rights and privileges as the Board shall from time to time prescribe. No further Life Members shall be appointed.

9. **FA Representative**

The Board shall decide which of its members should be the FA Representative. The person shall be appointed in accordance with the provisions and make-up of the recruitment process as agreed from time to time by the Board. Such person shall be appointed for a three year term and upon such conditions as the Board thinks fit. A casual vacancy arising in the position of FA Representative may be filled by the Board at any time.

10. Powers of the County Meeting

- 10.1 The Working Committees have the power to regulate and manage all footballing matters referred to it by the Board, including all disciplinary, selection, referees, league sanctions and other matters pertaining to the regulation and conduct of football in the County.
- 10.2 The Board may in its absolute discretion at any time create, add to, delete or amend the name of any of the Working Committees of the County.
- 10.3 Each Working Committee of the County shall decide which of its number shall be Chair and which shall be deputy Chair. Each Working Committee of the County shall conduct its business in accordance with any terms of reference and standing orders set by the Board from time to time.

11. Proceedings of all County Meetings

- 11.1 All Members are entitled to attend all County Meetings and general meetings and subject to the provisions of the Articles and these Rules are entitled to vote at such meetings.
- 11.2 The Board shall have the power to make standing orders for the conduct of County Meetings and the Board may otherwise regulate their proceedings as they think fit. County Meetings shall be conducted in accordance with those standing orders. Each County Member shall have one vote.
- 11.3 Any County Member who shall without sufficient reason be absent, without the permission of the Board, from three consecutive County Meetings and/or three consecutive meetings of a Working Committee of the County of which they are a Member, shall be deemed to have resigned their Membership of the County.

12. Club Affiliation and Change of Name

- 12.1 Every Full Member Club shall forward each year, to this Association, a return duly completed in full. The return must arrive by 30th June or such other date as the Directors shall prescribe. An Invoice will be issued for the Affiliation fees and Insurance premiums which must be settled within 14 days of the invoice date. Failure to pay any invoice within the stated period will result in a fine of £30, and suspension from all football until such time as the invoice is paid.
- 12.2 Each Small Sided League or Competition must submit an affiliation form together with the names of those Clubs entering such League or Competition to this Association with the appropriate fee, prior to the commencement of the League or Competition. Such Clubs will thereby be block-affiliated as Associate Members.
- 12.3 An existing Full Member renewing its membership after 30th June shall be subject to a charge of breaching these Rules and a fine as follows: After 30th June a fine of £50, to be paid within 14 days of the invoice date, failing which further action may be taken, after 31st July a fine of £75, to be paid within 14 days of the invoice date, failing

which further action may be taken or after 31st August a fine of £100, to be paid within 14 days of the invoice date, failing which further action may be taken.

12.4 No Club shall be permitted to change its name after affiliating.

12.5 A Club changing its team(s) registered colours after having affiliated, without prior consent of this Association shall be liable to fine of £30, to be paid within 14 days of the invoice date, failing which further action shall be taken.

12.6 Club Welfare Officers will be required to attend up to two mandatory meetings per season, called by this Association. Failure to attend such meetings would make the Club liable for a fine of £20, to be paid within 14 days of the invoice date, failing which further action shall be taken.

13. **Leagues, Competitions and Associations Affiliation**

13.1 Each League, Competition and Association (except Small-Sided Competitions) shall consist of properly constituted Clubs and shall forward each year, to this Association, so as to arrive on or before 30th June, or such other date as the Directors shall prescribe, Form D and/or E, as appropriate. An Invoice will be issued for the fees, which must be settled within 14 days of the invoice date. Failure to pay any invoice within the stated period will result in a fine of £30, to be paid within 14 days of the invoice date, failing which further action may be taken. Any League whose invoice is not paid by the 31st August each year shall be suspended until such time as the invoice is paid.

13.2 A League, Competition or Association shall not alter its constitution or rules without first having obtained consent of this Association. Leagues, Competitions and Associations shall cover a defined area and shall neither extend nor alter that area without the consent of this Association.

13.3 Any League Competition or Association consisting of Clubs within the area of, or affiliated to, two or three County Associations of which this Association has the majority of Clubs in membership shall affiliate to this Association.

13.4 An existing member League, Competition or Association (except Small-Sided Competitions) renewing its affiliation after 30th June shall be subject to a charge of breaching these Rules and a fine of £30, to be paid within 14 days of the invoice date, failing which further action shall be taken.

13.5 League Welfare Officers will be required to attend up to two mandatory meetings per season, called by this Association. Failure to attend such meetings would make the League liable for a fine of £20, to be paid within 14 days of the invoice date, failing which further action may be taken.

13.6 Each League will be required to send a minimum of one and maximum of two representatives to any meeting called by this Association and have one vote at such meeting. Failure to attend such meeting will result in a £25 fine, to be settled within 14 days of the invoice date. Failure to pay invoice within the stated period will result in a further fine of £50, to be paid within 14 days of the invoice date, failing which further action may be taken.

14. **Affiliation Fees, Public Liability Insurance and Personal Accident Insurance**

14.1 Each Full Member Club, League, Competition and Association shall pay an annual affiliation fee. Each Full Member club with more than one team is required to pay an additional annual fee for each additional team.

- 14.2 Each Full Member Club. League or Association shall pay an annual premium, inclusive of administration costs, for Public Liability Insurance. A Club, League or Association may claim exemption from paying this premium if at the time of affiliating it produces acceptable evidence that it has arranged an appropriate policy giving equivalent or better cover.
- 14.3 Each Full Member Club shall pay an annual premium, inclusive of administration costs, for each of its teams for Personal Accident Insurance. A Club may claim exemption from paying this premium if at the time of affiliating it produces acceptable evidence that it has arranged an appropriate policy giving equivalent or better cover for all its teams for the following season.
- 14.4 The amounts payable for affiliation fees and Public Liability insurance and Personal Accident Insurance will be decided annually by the Directors.

15. Financial Records

15.1 Records to be Kept

An Association, Competition, League or Full Member Club shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Association, Competition, League or Full Member Club.

15.2 Records to be Retained

An Association, Competition, League or Full Member Club must retain accounting records for six years.

15.3 Corporate Bodies - Accounts

An Affiliated Association, Competition or Club which is formed and registered under the 2006 Act shall, on demand, forward to this Association a copy of its annual accounts most recently approved by its board of directors. Such accounts must:

- (i) be prepared in accordance with the requirements of the 2006 Act and any other applicable regulatory requirements; and
- (ii) have attached either an accountant's compilation report or an audit report prepared by an independent Appropriately Qualified Accountant. A copy of the report must be provided to The Association with the accounts; and
- (iii) be laid before the members of the Club at a general meeting.

An affiliated Association, Competition or Club is required to file a set of annual accounts with the Registrar of Companies within the period available for delivering such accounts under the 2006 Act.

If the Affiliated Association, Competition or Club is a Subsidiary Undertaking, then the annual accounts of any Group of which it is a member most recently approved by its board of directors shall also on demand be forwarded to this Association.

Failure to comply with this Rule will result in a charge of breaching these Rules and a fine not exceeding £30, to be paid within 14 days of the invoice date, and accompanied by the overdue statement of accounts, failing which further action may be taken.

15.4 Unincorporated Bodies - Financial Statements

An Affiliated Association, Competition or Club which does not prepare annual accounts in accordance with the 2006 Act shall prepare annual accounts, including a profit and loss account and balance sheet.

Such accounts must:

- (i) be forwarded to this Association on demand and
- (ii) be prepared within nine months of the financial year end of the Affiliated Association, Competition or Club; and
- (iii) be prepared in accordance with the constitution of the Affiliated Association, Competition or Club and any applicable regulatory or legal requirements; and
- (iv) have attached either an accountant's compilation report or an audit report prepared by an independent Appropriately Qualified Accountant; and
- (v) have been laid before the members of the Affiliated Association, Competition or Club at a general meeting called in accordance with its constitution.

Failure to comply with this Rule will result in a charge of breaching these Rules and a fine not exceeding £30, to be paid within 14 days of the invoice date, and accompanied by the overdue statement of accounts, failing which further action may be taken.

15.5 Bodies Required to Prepare only a Receipts and Payments Statement

An Affiliated Association, Competition or Club that is not a member of the Premier League, the EFL, The National League, the Isthmian League, the Northern Premier League or the Southern League and is not a Full Member or Associate Member of The Association and does not own gross assets exceeding ten thousand pounds, and does not prepare accounts under the provisions of Rules 15.3 or 15.4 must prepare an annual Receipts and Payments Statement in a form acceptable to this Association.

Such a Receipts and Payments Statement must be prepared within nine months of the financial year end of the Affiliated Association, Competition or Club and must be approved by its board or executive committee.

A copy of any Receipts and Payments Statement shall, on demand, be forwarded to this Association.

Failure to comply with this Rule will result in a charge of breaching these Rules and a fine not exceeding £30, to be paid within 14 days of the invoice date, and accompanied by the overdue statement of accounts, failing which further action may be taken.

15.6 Charity Competitions

A Charity Competition shall prepare a Receipts and Payments Statement, which shall be in such format as shall be determined by The Football Association from time to time. A copy of such Receipts and Payments Statement, and written declaration that all liabilities have been discharged, verified by an independent examiner, shall be forwarded to this Association so as to arrive by 1st August each year. Failure to comply with this Rule will result in a charge of breaching these Rules and a fine not exceeding £30, to be paid within 14 days of the invoice date, and accompanied by the overdue Receipts and Payments Statement and Declaration, failing which further action may be taken.

16. Matches with Scratch Teams

16.1 Clubs, without the written permission of this Association, shall not play matches with scratch teams when any consideration is paid to the scratch team or to anyone connected with it. The written consent of this Association must be obtained by a Club before a player under its jurisdiction plays in a scratch team.

16.2 Permission is not necessary for scratch teams where gate money is not taken.

17. **Matches against Foreign Teams**

Clubs, Leagues, Competitions or Associations contemplating arranging matches against foreign teams, either in this country or abroad, must notify this Association at least 42 days in advance of the event so that the correct procedure laid down by The Football Association can be adopted.

18. **Matches in Outside Competitions**

Clubs, Leagues, Competitions or Associations desirous of arranging matches or entering competitions involving opposition affiliated to other Associations must notify this Association 28 days in advance of the event so that the appropriate sanctioning arrangements can be adopted.

19. **Benefit and Charity Matches**

Clubs, Leagues, Competitions or Associations arranging Benefit or Charity matches must make application to this Association on the appropriate form available on request. Within 14 days following the playing of the match a Return detailing the sums received and paid together with the supporting receipts must be sent to this Association.

20. **Advertising on Clothing**

20.1 Advertising on players' clothing is permitted providing such advertising is approved by this Association. Such approval must be obtained by application to this Association, stating the full details of the proposed advertising. Failure to comply with this requirement will result in a charge of breaching these Rules and a fine of £15, to be paid within 14 days of the invoice date, failing which further action shall be taken.

20.2 The full text of The Football Association Regulations relating to such advertising may be reproduced in this Association's annual Handbook.

21. **Rules relating to Players**

21.1 All Clubs must strictly comply with The Football Association Rule "C" concerning:

21.1.1 Regulations for players with written contracts

21.1.2 Regulations for players without written contracts, including "Regulations concerning Approach"

21.1.3 Regulations for the registration of young people as Trainee or Scholarship players, Age Ranges and Provisions Relating to Players under 16 years of age.

21.2 For guidance the appropriate text of The Football Association Rule "C" may be reproduced in this Association's annual Handbook

22. Cup Competitions Instituted by this Association

- 22.1 Cup Competitions for Member Clubs and Leagues may be instituted, suspended or ceased, as may from time to time be deemed advisable and these shall be governed by the respective Competition's rules. This Association shall have entire control over the Competitions, including the power to originate, alter or amend Competition rules, except those relating to entry fees which shall be decided by the Directors. Any alterations to the rules of any Competition must be agreed by this Association before the 30th April to apply for the following season.
- 22.2 Every Full Member Club competing in a League of senior status must enter the Sussex Senior Challenge Cup each year.
- 22.3 This Association will notify members of any changes to Competition rules before entries are accepted for the following season.

23. Claims on Players for County Representative Matches

- 23.1 Clubs affiliated to this or any other Association shall be bound to place their players at the disposal of this Association for representative matches. Except for Women and Youth teams no more than two players may be claimed from any Club on a day on which such Club has a competitive match. The qualification for representing this Association is the same as that provided within the rules and regulations of The Football Association.
- 23.2 Players selected for representative matches will only in exceptional circumstances be released to play for their Club on the same day. Written consent to the release must first be obtained from this Association.

24. Colours and Awards

- 24.1 The colours of this Association are blue and white.
- 24.2 Players who represent this Association shall receive such awards in recognition of their service as shall be determined from time to time by this Association.
- 24.3 Such awards shall be made for matches played for any one particular team and not for collective appearances for more than one team. For the purpose of this rule however, appearances for youth representative teams in various age related matches shall be regarded as appearances for one team.

25. Players Expenses

- 25.1 Players representing this Association in matches may claim reimbursement of travelling expenses from their home address to the venue for home matches or their nearest pick up point for away matches and other out of pocket expenses subject to the approval of Association.
- 25.2 County Members are entitled to claim expenses for all travel on Association business, at rates fixed by the Directors from time to time, except for County Cup matches or Representative matches where only those carrying out working duties are eligible to claim.

26. Misconduct

- 26.1 The definition of misconduct shall be as contained in the appropriate rules and regulations and disciplinary procedures of The Football Association. All cases of

alleged misconduct which come to the notice of this Association shall be dealt with under these Procedures.

26.2 This Association shall have the power to deal with, as it decides, by suspension, fine or otherwise, all violations of the Laws of the Game, the rules and regulations of The Football Association, of this Association or of any affiliated League, Competition or Association, or with misconduct by any affiliated Club, League, Competition or Association, or by their members, players or officials, and to decide all disputes that may arise.

26.3 This Association shall have the power to appoint such committees or commissions as it considers necessary and may delegate any of its powers to any such committee or commission.

26.4 Clubs are responsible for the conduct of their officials, players and spectators.

26.5 All Leagues, Competitions and Associations must forward to this Association without delay details of any serious action which they have taken against a Club, official, player or spectator. Such information may be published in the minutes of this Association.

27. Appeals

27.1 Appeals against decisions of Leagues, Competitions and Associations may be made to this Association by lodging, with this Association within 14 days of the posting of written notification of the decision appealed against, two copies of a letter setting out the full grounds of the appeal. The appeal fee of £35 must accompany the letter and one copy of the letter should also be sent to the secretary of the League, Competition or Association whose decision is appealed against.

27.2 The implementation of such decision shall not be suspended pending the hearing of the appeal unless the appellant has submitted a written application for the setting aside of the decision and the application has been granted by this Association after consultation with the appropriate Association, League or Competition. The procedure for dealing with the appeal will be in accordance with the Regulations for The Football Association Appeals.

27.3 The decision of an Appeal Board shall be final.

28. Claims and Complaints

28.1 A claim or complaint made by any member shall be made in writing to this Association, accompanied by supporting evidence. If the claim or complaint is upheld this Association may order the defendant to pay the costs of any hearings and settle any reasonable expenses of the complainant.

28.2 If the claim or complaint is not upheld this Association may order the complainant to pay expenses involved in investigating their claim or complaint.

29. Publications and Notifications

29.1 This Association shall be entitled to publish in the public press, or by any other means it thinks fit, reports of its proceedings, acts, resolutions or those of any committee, commission, affiliated Association, person or body to whom it may delegate its powers. Every member, including the officials, players and spectators of any affiliated Club, League, Competition and Association shall be deemed to have consented to such publication whether or not it reflects upon their character or conduct.

30. Privilege Passes to Club Grounds

Each County Member and certain other authorised persons shall be issued with a pass containing their photograph and signed by this Association at the time of issue. These passes shall not be transferable and all Clubs shall admit the holder on production of the pass to their grounds and stands without requiring any other authority, except on occasions when this Association shall otherwise decide. Regulations concerning this passes may be changed from time to time by the Board.

31. Changes to Details of Members' Officials

31.1 Notice of the change of the name, address or telephone number of the Chair, Treasurer, Welfare Officer or Secretary of any Full Member Club, League, Competition or Association must be advised in writing within 14 days of such change to this Association. Failure to comply with this requirement will result in a charge of breaching these Rules and a fine not exceeding £15, to be paid within 14 days of the invoice date, failing which further action shall be taken.

31.2 All notifications will be acknowledged and such acknowledgment shall be the only proof of the receipt of notification.

32. When no Rule applies

In the event of an occurrence not being provided for in these Rules the matter shall be governed by the rules and regulations of The Football Association.

33. Alteration to Membership Rules

33.1 Alterations to these Rules may only be made in accordance with the Articles of Association.

33.2 Any Full Member, Full Member Club or a working committee of the County Members may propose alterations to these Rules. Such proposals, to apply for the following season, if approved, must be submitted in writing to this Association to be received by 31st March.

33.3 This Association shall arrange for proposals to be considered by the Directors. Except for alterations required to ensure compliance with the rules and regulations of The Football Association no proposal will be considered after 30th April.

33.4 Notice of changes to these Rules will be notified by this Association to Full Members and Full Member Clubs.