



KIMBERWORTH PARK FC

TERMS AND CONDITIONS 2025/26

Nicholas Ditchburn

Kimberworth Park FC operate in accordance with UK legislation and The Football Association (FA) policies, ensuring fairness, safety, and enjoyment for all.

Glossary of terms

<i>“the Club”</i>	Kimberworth Park FC.
<i>“the Committee”</i>	The elected Club management committee.
<i>“parent, guardian, carer”</i>	A responsible adult who cares for a child, providing for their needs and helping them grow up.
<i>“CFA”</i>	Sheffield and Hallamshire County Football Association.
<i>“spectator”</i>	A person within visual sight of a game, event or spectacle.
<i>“child welfare”</i>	The protection of children from harm, abuse, and neglect.
<i>“football participant”</i>	Anyone involved in a football match, including players, spectators, and officials.

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1. Membership & Associated Fees

1.1 The following Terms and Conditions govern your/any membership and participation in Kimberworth Park FC.

1.2 By registering with the Club, you agree to abide by these T&Cs.

1.3 Membership is open to all individuals, subject to the Club's capacity and approval by the Club Committee.

1.4 Membership is conditional upon acceptance of these T&Cs and adherence to all FA/CFA policies, including safeguarding, equality, and respect standards. These must be maintained and adhered to when participating in any football related activities.

1.5 Membership fees must be paid either in full, at the start of each season or as per the agreed payment plan. Adhering to the payment date and committed amount. Should this not be maintained, the club committee can suspend the member and take further discretionary measures immediately.

1.5.1 Membership and registration fees are non-refundable under any circumstances including in part. Inclusive of withdrawal or suspension of activities due to unforeseen circumstances such as adverse weather or national emergencies, except where legally required.

1.6 The Club Committee can, upon review, offer a goodwill payment if membership is cancelled prior to 50% of the (applicable) junior football season being completed. This goodwill payment is not binding and any refusal is final. This is applicable to payments made in full only, with payment received prior to the junior football season commencing.

1.7 The Club reserves the right to review and amend membership fees annually, giving appropriate notice.

1.8 The Club will produce a set of accounts covering the previous season at the annual general meeting. Members can request a copy of the management accounts, if giving 28 days' notice in writing to the Club Secretary. The Club Committee holds the right of refusal should requests become, (in their opinion and/or view), vexatious.

2. Club Committee instructions

2.1 All fair and appropriate instructions from The Club Committee must be followed.

2.2 The Club is not liable in any way, should decisions be taken or made, outside of the knowledge of the committee by any individual. Resulting, but not limited to

causing harm, distress or injury to person(s), property or reputation. For the avoidance of doubt; liability would firmly lay with the specific individual concerned.

2.3 The Club Committee reserve the right to remove from the Club, any member or participant without notice, who does not follow a committee instruction. This action could/may be deemed negligent and/or irresponsible, contravening the standards, ethics and values of the Club.

3. Participation

3.1 Members, coaches, managers, parents, guardians or spectators, must adhere to the Club's Code of Conduct and the FA's Respect Program at all times.

3.2 The Club reserves the right to suspend or terminate membership for any breach of these T&Cs, Club policies, or FA regulations.

3.3 Members (and/or players/guardians of) are responsible for attending training sessions, matches, and Club events on time and with the appropriate participation equipment. Players may be refused participation, should the manager, coach or responsible adult deem it necessary. For example, but not limited to, being without correct and appropriate equipment to participate. This decision is final and without appeal.

3.4 All coaches and managers must carry (have on their person) information and resources that clearly identifies them. Including, but not limited to, proof of first aid and safeguarding qualifications. This should be available upon challenge by, but not limited to, parents, Club officials, league officials, County FA officials and referees.

3.5 Entries to galas, festival or any other football participation event is done at the expense of the team. The club will not contribute financially to any external entry fees.

4. Safeguarding and Welfare

4.1 The Club is committed to safeguarding the welfare of all participants and complies fully with FA safeguarding policies. We strongly urge all to familiarise themselves with these policies, widely & publicly available.

4.2 All safeguarding concerns must be reported to the Club's designated Welfare Officer. The Club takes no responsibility should the Club's designated Welfare Officer not be notified in good time with all appropriate information.

4.3 The Club and associated officers will abide by:

4.3.1 Children Act 1989 & 2004;

4.3.2 Safeguarding Vulnerable Groups Act 2006;

4.3.3 Protection of Freedoms Act 2012;

4.3.4 Working Together to Safeguard Children 2018;

4.3.5 Equality Act 2010;

4.4 The Club reserves the right to forward any details and intelligence they deem necessary to the relevant authority or organisation, in line with 4.3.

5. Liability

5.1 The Club does not accept liability for personal injury, loss, or damage to personal property incurred during participation in Club activities, except where negligence by the Club or its Committee is proven.

5.2 Members, coaches, managers, parents, guardians or spectators and all other partaking in Club affairs, events or activities, participate at their own risk.

5.3 The Club and Committee does not accept liability for any financial disputes or financial affairs relating to team(s) funds. Including, but not limited to, sponsorship(s), fundraising or gift(s). This is the responsibility of the responsible adult, managing this function within the specific team.

5.4 Whilst the Club will make all best endeavours, it is not responsible and bear no liability for arranging a specific 'presentation event' and does so at the discretion of the committee. Reviewed annually and communicated appropriately. The Club reserves and holds all rights of entry to any/all 'presentation events', without notice. For example, but not limited to, safeguarding and/or child safety.

5.5 The Club is not responsible for any damage to third party property, by any member, coach, manager, parent, guardian or spectator. Any financial liability remains with the individual(s) concerned.

6. Discipline and Conduct

6.1 All members, coaches, managers, parents, guardians, and spectators must conduct themselves in accordance with the FA's Respect guidelines.

6.2 The Club reserves the right to take disciplinary action, including suspension or expulsion, against any member, coach, manager, parent, guardian or spectator whose conduct is deemed inappropriate or damaging to the Club's reputation.

6.3 Any disciplinary actions will follow a fair process in line with FA guidelines.

7. Data Protection

7.1 The Club processes personal data in accordance with the UK GDPR and Data Protection Act 2018.

7.2 Members' information will only be used for Club purposes, including registration with the FA and relevant leagues.

7.3 Should any member, coach, manager, parent, guardians or spectators use information beyond the boundaries of 7.2, the individual takes full responsibility and the Club hold no liability for those actions or resulting actions.

8. Cancellation and Termination

8.1 The Club reserves the right to cancel or reschedule activities due to circumstances beyond its control. Including but not limited to, adverse weather, pitch unavailability, or public health concerns.

8.2 No refunds will be provided in such circumstances.

8.3 Members may terminate membership at any time by providing written notice to the Club Secretary in accordance with 1.3.1 & 1.4.

9. Club Property

9.1 Any equipment or kit provided by the Club remains the property of the Club and must be returned upon request or termination of membership.

9.2 Members may be held liable for any damage or loss caused to the Club property through negligence or misuse.

9.3 At no point do members receive "free" equipment. The Club provides equipment specifically for use as a member of Kimberworth Park FC.

9.4 At the end of each season and upon successful membership payment, the club will issue trophies and/or awards. Ownership of the trophy is bequest to the named individual upon the trophy and/or award. The Club reserves the right to not issue a trophy and/or award(s) should a membership not be completed/fulfilled.

9.4.1 Additional trophies are available at additional expense. The Club will not issue more than one trophy and/or award per player, per season. The Club will not issue more than three team or special award trophies per season.

10. Complaints

10.1 Complaints must be made in writing to the Club Secretary and will be addressed in line with the Club's complaints policy. This process is for genuine issues that cannot be resolved, via speaking to the team manager and/or coach.

10.2 The Club Committee aims to resolve all complaints promptly and fairly.

10.3 The Club Committee will not enter any complaint, relating to financial affairs within a specific team 5.3, relating to sponsorship, fundraising or gifts.

11. Amendments

11.1 The Club Committee reserves the right to amend these T&Cs at any time.

11.2 Members will be notified of any changes, and continued participation in the Club will constitute acceptance of the amended T&Cs.

12. Governing Law

12.1 These T&Cs are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.

13. Club Protection

13.1 The Club Committee is protected against personal liability for actions taken in good faith while carrying out their duties on behalf of the Club.

13.2 The Club Committee members are indemnified against claims, costs, or damages arising from participation in the Club activities, except in cases of proven negligence.

14. Fines or charges

14.1 The Club takes no responsibility of any fines or charges associated with any individual team(s).

14.2 Fines will be paid by the club, following the applicable or appropriate person paying the requested amount into the club account. (This by way of refunding for fines or charges that the Club are not directly liable). Payment is made by a representative of the team, found guilty by, but not limited to, the County FA, Sheffield and district junior football league and others.

14.3 The Club Committee reserves the right to suspend any team(s), without notice for non-payment of any fine or charge. The suspension can be lifted only with written permission of the Club Committee.

14.4 Should any team, fail to pay their fine or charge, the Club are not liable for any/all financial implications resulting in teams being unable to fulfil fixtures, in all circumstances.

15. Registration and de-registration

15.1 Any/all club registrations will be actioned within 7 days, as and when all information is received. Including, but not limited to, correct registration details and applicable identification being received. Any league or competition registration is outside of the control and scope of the Club. Updates will not be given within the appropriate timescale. The Club Secretary will issue new and replacement team sheets, when received/available.

15.2 De-registration from the club may take up to 1.5 weeks/10 days, after receiving all necessary details. Updates and feedback will not be given within these timescales.

15.3 League or any other associated competition de-registration, may take up to 2 weeks/14 days, after receiving all necessary details. Updates and feedback will not be given within these timescales.

15.4 The Club reserves the right to delay/withhold registration and de-registration due to the matters the Club committee deem appropriate.

15.5 Deregistration will be withheld until all Club property is returned 9.1, 9.2, 9.3.

16. Training and courses

16.1 Any training or courses required to operate and/or function as a team/club will be reimbursed by the Club. This after a period of 12 months and subject to approval and agreement of the Club committee.

16.2 Renewal of training and courses will be reimbursed immediately, subject to approval and agreement of the Club committee.

16.3 The Club committee reserves the right to alter these timings in appropriate circumstances.

16.4 The Club reserves the right to decline any/all reimbursement claims, without prejudice.

16.5 It is the responsibility of the individual to ensure their training courses and awards are within date and valid. Should an individual, fail to maintain their training course and/or awards are liable for any/all financial implications resulting in teams being unable to fulfil fixtures, in all circumstances.

17. Club logo & image rights

17.1 The logo of Kimberworth Park FC is the intellectual property of the club, and its use is strictly prohibited without the prior written consent of the committee (for each desired occasion). Unauthorized reproduction, distribution, or use of the logo on any materials (internally or externally), including but not limited to promotional items, merchandise, or digital content, constitutes a violation of the Trade Marks Act 1994 (UK) and may result in legal action. Specifically, Section 10 of the Trade Marks Act prohibits the unauthorized use of a trademark in a manner that could mislead the public or cause detriment to the trademark owner's rights.

17.2 Under the Copyright, Designs and Patents Act 1988 (UK), the logo is protected as an original artistic work, and unauthorized copying or adaptation can/may constitute copyright infringement. Kimberworth Park FC reserves the right to take legal action to protect its intellectual property and seek remedies, including damages and injunctive relief, for any unauthorized use.

17.3 Any improper use of the club logo will result in immediate membership termination, without notice. The offending individual will be liable for any/all financial implications resulting in teams being unable to fulfil fixtures, in all circumstances.

18. Resources

18.1 FA Safeguarding: <https://www.thefa.com/football-rules-governance/safeguarding>

18.2 FA Code of conduct: <https://www.thefa.com/~media/019A1BD1FDD040458A6F7A8E9C49D394.ashx>

18.3 FA Behaviour expectations for all: <https://fulltime.thefa.com/newsArticle.html?league=9889877¬icePlacementID=563599308¬iceID=640677919>

18.4 Respect guidance for parents/guardians/carers: <https://www.thefa.com/-/media/cfa/global/files/players/guidance-for-parents-and-carers.ashx>

18.5 FA rules and regulations of the game: <https://www.thefa.com/football-rules-governance>

18.6 Sheffield and Hallamshire Rules of the game: <https://www.sheffieldfa.com/about/rules-and-regulations>

19. Fundraising and Use of Club Name

19.1 No individual, group, or external organisation is permitted to use the name Kimberworth Park FC or any variation thereof to raise money for any charity or

associated organisation without the express written consent of the club management committee. All fundraising activities conducted in the club's name must be organised, managed, recorded, and distributed solely by Kimberworth Park FC.

19.2 Any unauthorised fundraising using the club's name or affiliation is strictly prohibited and may be subject to legal action under the Fraud Act 2006, particularly under Section 2 (Fraud by false representation) if individuals misrepresent their authority to collect funds on behalf of the club. Additionally, the Charities Act 2011 outlines strict requirements for handling charitable donations, ensuring transparency and accountability in fundraising efforts.

19.3 The club reserves the right to take appropriate legal and administrative action against any breaches of this condition.

20. Agreement

20.1 By registering with Kimberworth Park FC, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.