



## CLUB CONSTITUTION

### BROOMFIELD FOOTBALL & SOCIAL CLUB

1. The name of the Club shall be Broomfield Football & Social Club, hereinafter known as the "Club".
2. The Club premises comprises registered land and a clubhouse under title number EX369215 located at Alec Wright Fields, Mill Lane, Broomfield, Chelmsford, Essex, CM1 7BQ and registered land known as Little Bishops Field at the same address under title number EX833712. The Club's premises will be vested in the name of Trustees as specified in clause 9 hereof.
3. The Club's website will be [www.broomfieldfc.com](http://www.broomfieldfc.com).
4. The Club shall be a members Club (affiliated to Essex Football Association under affiliation reference LYG00718) and various football leagues. Members will be as specified in Rule 7 hereof.
5. The objective of the Club is to provide sports pitches, a clubhouse and teams to play within recognised competitions and other recreational pursuits, as may be deemed desirable by the Committee. Any surplus income generated by the Club will be re-invested in the Club's grounds and facilities and grass roots football for the benefit of members of the Club.
6. Club home colours shall be red and black striped shirts, black shorts and black socks. The Club away kit will be yellow or yellow and black striped shirts, black shorts and yellow socks. The Club representative teams shall be known as Broomfield FC or Broomfield Youth FC. Junior teams within the same age group may be known by slightly different names in order to distinguish between the teams if required (e.g. Broomfield Youth Lions).
7. Membership shall be open to persons falling within the classes of membership described below on payment of an annual subscription irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, age, sex or disability (subject to any applicable provisions of subsection (b) hereof). Unless otherwise stated below, all members shall be entitled to use and enjoy the Club premises and shall be entitled to vote at all General Meetings of the Club. No individual shall be entitled to more than one vote under any circumstances.

(a) Classes of membership shall be as follows:

- (i) Playing Senior Members (including their nominated partners) - persons aged 18 and over who are eligible to play football for the Club.
- (ii) Playing Junior Members - persons aged under 18 years of age who are eligible to play football for the Club. Playing Junior Members shall not be entitled to vote at a General Meeting, but a Playing Junior Member's parent or guardian may vote on a Playing Junior Member's behalf, subject to the parent or guardian not being able to vote under any other class of membership. A Playing Junior Membership confers membership for the parents or guardians and any siblings (under the age of 18) of the Playing Junior Member.

Playing Senior Members and Playing Junior Members will be collectively known as Playing Members for the purposes herein.

- (iii) Honorary Members - persons aged 18 and over who have performed valuable service to the Club and who have been elected to Honorary Membership in accordance with subsection (b) hereof. Such persons (plus their spouse) shall be entitled to all the privileges of membership without having to pay an annual subscription. The number of Honorary Members shall not exceed one quarter of the total membership.
- (iv) Social Non-Playing Members - persons aged 18 years and over, elected to Social Non-Playing Membership in accordance with subsection (b) hereof. Such persons (plus their spouse) shall be entitled to all the privileges of membership on payment of the applicable annual subscription. The number of Social Non-Playing Members shall not exceed one quarter of the total membership.
- (v) Life Members - persons aged 35 and over who have performed valuable service to the Club and who have been elected to Life Membership in accordance with subsection (b) hereof. Such persons (plus their spouse) shall be entitled to all the privileges of membership without having to pay an annual subscription. All Club members who are Serving Members of the British Armed Forces shall be entitled to all the privileges of Life Membership irrespective of age.
- (vi) Concessionary Members - persons aged 65 and over, who have been elected to Life Membership in accordance with subsection (b) hereof but entitled to pay a reduced rate of subscription.

(b) The procedure for election to membership shall be as follows:

- (i) New candidates for membership (apart from Playing Senior Members and Junior Playing Members) shall be proposed by one member of the Club, and be seconded by another member of the Club, providing that at least one of the said proposer and seconder

is a Ordinary Playing Member, Honorary Member, Life Member or Concessionary Member and both proposer and seconder have held memberships for a period of not less than 12 months. The said proposal shall be submitted in writing to the Membership Secretary. All proposals for new Social Non Playing Members and Concessionary Members will not be considered unless the proposal is accompanied by a fully completed and signed application form available from the Membership Secretary (see Appendix 1). The Membership Secretary shall display the application on the notice board for at least 48 hours thereafter, and any objections to the proposal from other members of the Club must be delivered to the Membership Secretary in writing.

- (ii) No member eligible to propose or second new members shall be entitled to propose or second more than one new member in any period of twelve months.
- (iii) Election to membership shall be by the Senior Executive Committee, whose decision shall be final. No reason shall be given to any candidate in the event of his or her rejection, except upon written application by the candidate.
- (iv) No persons shall be admitted to any class of membership without an interval of at least 48 hours between his or her nomination for membership and his or her admission. New members other than Honorary members and Life members shall pay the current year's membership subscription before their admission is deemed to be completed. Payment of said fee will cover only the remaining part of the year to which that membership relates.
- (v) All members (apart from Playing Junior Members and their parents, guardians and siblings) will be issued with a membership card by the Club on payment of their membership subscription. The membership card should be carried by the respective member whenever visiting the Club's premises and shall be produced on request by a member of the Committee, or a Club trustee or persons appointed by a member of the Committee. Persons using the Club premises (unless introduced by a member in accordance with clause 13) who cannot be identified as a member by one of the foregoing and are unable to produce a membership card when requested to do so, will be asked to leave the Club premises. Members who have not paid their annual subscription in accordance with section 9 (b) will be refused service at the Club bar and will not be entitled to use the clubhouse.
- (v) A register of Junior Playing Members and contact information for at least one parent or guardian shall be maintained by the Secretary or Membership Secretary and updated at least once every season. A

register of all members other than Playing Members and date of election shall be maintained and kept at the Club premises.

8. The affairs of the Club, except for matters reserved under this constitution in a General Meeting or for the Trustees, shall be managed by the committee of the Club which will comprise of two bodies: the Senior Executive Committee ("SEC") and the Management Committee (collectively "the Committee"). The SEC will comprise a Club Chairman, Vice Chairman, Secretary and Treasurer plus up to three other senior members of the Club to be elected at a General Meeting. A member of the SEC may hold more than one titled role apart apart from Chairman and Vice Chairman. Candidates wishing to serve on the SEC must have served a minimum of two years on the Management Committee before becoming eligible for a post on the SEC. New candidates for election to the SEC shall be proposed by one Management Committee member and seconded by another Management Committee member. SEC members shall go out of office every year (except as detailed in clause 7b below), but shall be eligible for re-election. The duties of the SEC will be as follows:

- (i) To oversee the running of the Club and all sub committees;
- (ii) To ensure that the Club fulfils all requirements and reporting in relation to any long term strategic plans that have been submitted to external funding bodies such as Sport England or the Football Foundation.
- (iii) To ensure that all mandatory meetings pertaining to the business of the Club are attended (e.g. league and Football Association meetings, Licensing applications/renewals, Local Community Meetings etc).
- (iv) To ensure that the Club holds an Annual General Meeting ("AGM") and any Special General Meeting (collectively General Meetings) as may be required by this constitution.
- (v) To ensure that the constitution of the Club documented herein is fairly enforced and observed by all members.
- (vi) To ensure that any issues that are likely to have an material impact upon the management, business, functionality, security or finances of the Club are thoroughly reviewed and discussed, and that any advice or recommendation for action deemed necessary are put before the Management Committee at the earliest opportunity for resolution by majority vote of Management Committee members present.

- (vii) The SEC will have sole powers of discretion over new membership applications, disciplinary, security, and financial matters and appointment of the Facilities Manager and any matters which could bring the name of the Club into disrepute. In addition, the SEC shall resolve any conflicts among members or any disputes concerning the Club's premises or facilities by a majority vote of the SEC members. The SEC are obliged to act in all such matters without prejudice and in the best interests of the Club.
- (a) The Management Committee shall exercise the powers given to it under this constitution, and will consist of SEC members plus between 4 and 30 other members which will generally include team managers, the Football Development Officer / Head Coach, the Facility Manager, the Child Welfare Officer and members of sub committees. The Chairman will hold the position for a fixed period of 3 years, automatically standing down upon completion of this term. In the absence of an alternative candidate, the outgoing Chairman may seek re-election at the AGM. All other Committee members, including office bearers, shall go out of office every year, but shall be eligible for re-election at the AGM. All candidates for election to the Committee shall be proposed and seconded by a member of the Club providing that at least one of the said proposer and seconder is a Playing Ordinary Member, Honorary Member, Life Member, Trustee or Concessionary Member and both proposer and seconder have held memberships for a period of not less than 12 months. Proposals are to be in writing and submitted to the Secretary by no later than 7 days before the date fixed for the AGM.
- (b) Voting for election of Management Committee members shall be by a majority vote of members present at a General Meeting of the Club. If a casual vacancy occurs on the Management Committee by virtue of the death, resignation or expulsion of one of its members, the Committee shall appoint another member to fill the vacancy, such person to hold office during the remaining period of tenure of the member he or she replaces.
- (c) The Committee of the Club shall meet at least once every calendar month (excluding August and the month in which the AGM is held) to conduct such business as shall be necessary, and a quorum at such shall consist of 7 members. The resolution of a simple majority of those Committee members present and voting at any meeting of the Committee shall be binding upon both the Committee and the Club in so far as that resolution shall relate to any matter within the sole jurisdiction of the Committee. The Chairman shall preside at all meetings of the Committee at which he or she is present; in his absence the elected Vice-Chairman shall preside. The Secretary shall take minutes of all meetings which shall be circulated to all members of the Committee and be made available to any member of the Club on request. In his or her absence, the meeting shall appoint one of its number to take the minutes.
- (d) The Committee shall appoint a Facility Manager with the primary responsibility of running and managing all aspects of the clubhouse including security and profitability and ensuring that it is safe, secure and well-run. The appointed individual will report to the SEC but with specific accountabilities to the Club Treasurer in relation to all financial aspects of managing the facility.

- (e) The Committee shall appoint a Football Development Officer / Head Coach who will be responsible for mentoring team managers and helping improve the standard of football throughout the Club and the Club to achieve its strategic goals in relation to teams and team numbers.
  - (f) The Committee shall appoint a Child Welfare Officer ("CWO") who has attended the required approved courses for a Charter Standard Club per Football Association guidelines. The CWO will be responsible for helping Club personnel understand their duty of care towards children and processing Criminal Record Checks. The CWO will also oversee and promote the FA the Club's safeguarding, anti-bullying, equality and respect codes of conduct in accordance with relevant Football Association guidelines in existence at any one time.
  - (g) The Committee may appoint one or more sub-committees to conduct specific aspects of the Club's business or affairs, as the Committee shall deem appropriate. In general, these will include the following sub committees: Football Development, Grounds and Maintenance, Social, Funday and German Exchange. Sub committees shall consist of not less than three members, one of whom will lead the sub-committee. Two members will be sufficient to form a quorum. The sub-committees shall report to the Committee on a regular basis. Any sub-committee will not be empowered to take any decision which would require the approval of the Committee or a vote at a General Meeting of the Club.
  - (h) Members at a General Meeting may authorise the Club to borrow or raise money upon such terms and with the provision of such security as may be considered expedient and, if necessary empower the Trustees to execute a legal charge over all and any real property which is owned by or is to be acquired by or for the purpose of the Club, to secure such money borrowed or raised.
  - (i) The Committee shall manage the Club's affairs to any extent and degree, which is consistent with this constitution and shall not be empowered to take any action which materially conflicts with any Football Development Plan which may be requested by the Football Foundation from time to time.
9. The Club's premises and title to all and any real property which is owned or may be acquired by or for the purpose of the Club from time to time shall be vested in the names of Trustees who shall be appointed by a General Meeting of the Club and who shall enter into a Deed of Trust setting forth the purposes and conditions under which they hold said property in trust for the Club. The number of Trustees shall not be less than two or more than five.
- (a) Candidates for trusteeship shall be proposed and seconded in the manner as specified in Rule 7 (b) hereof. A Trustee shall hold office during his or her life until his or her resignation in writing to the Secretary, or until a resolution removing him or her from office has been passed by a two-thirds majority of those present and voting at a General Meeting.

- (b) On the death, resignation or removal from office of a Trustee, the Club shall take the steps described herein to secure the appointment of a new Trustee in his or her place, and shall as soon as possible thereafter take lawful and practicable steps to procure the vesting after the said appointment.
  - (c) The Trustees shall at all times, and in all respects, act with regard to the property of the Club vested in them in accordance with the directions of the Committee; and shall have the power to sell, pledge, lease, mortgage or otherwise alienate any Club property in accordance with a vote taken at a General Meeting, but no purchaser, lessee or mortgagee, or other successor in title, shall be concerned to enquire whether such direction has been given.
  - (d) The Trustees shall, on the directions of the Committee, represent the Club in any litigation.
  - (e) The Trustees shall be indemnified by the Club in respect of any financial losses that they may personally incur in respect of actions taken by them on the direction of the Committee.
10. Annual membership fees for all categories of membership shall be reviewed and changed as considered necessary from time to time by a majority vote of members present at an AGM.
- (a) Said annual membership fees shall be due and payable on election under clause 7 hereof, and thereafter without demand on 1st June of each year. Any member whose annual subscription remains unpaid on 1st August of any year will no longer be deemed to be a member of the Club.
  - (b) Subscription fees for Playing Members shall be payable to the Club based on the number of matches played by each Playing Member. Said subscription fees shall be reviewed and changed as considered necessary from time to time by a majority vote of members present at a General Meeting. Team managers are permitted to charge Playing Members more than the subscription fee amount set by the Club to cover incidental expenses at team level if considered necessary.
  - (c) If deemed appropriate by the Committee, annual membership fees and subscription fees may be combined into a single membership fee for Playing Members or each class thereof. Such single membership fee would be payable as defined in this clause 9.
  - (d) Playing Members will not be allowed to participate in organised football matches until the annual membership fee has been paid.
11. The Treasurer shall keep accurate and proper accounts which will enable him or her at every AGM or upon reasonable notice, to present to the Club a full and accurate report and statement concerning the finances of the Club.

- (a) The accounts presented to the AGM of the Club shall be certified as a fair and accurate summary of the income and expenditure of the Club for the period covered by a suitably qualified individual appointed from time to time by a majority vote of those present in a General Meeting.
  - (b) The financial year of the Club for the purposes of the financial accounts shall end on 31st May.
12. An AGM of the Club shall take place no later than 31st July of each year or as soon as possible thereafter on a best efforts basis. Notice of the date and time of the AGM shall be displayed on the Club notice board for at least 21 days before the said meeting.
- (a) The business to be transacted at the AGM shall consist of the election of Committee members, the presentation of the financial accounts, reports from the Chairman, Secretary and Treasurer for the previous year and any other business, notice of which must be given to the Secretary in writing at least seven days before the AGM.
  - (b) General Meetings of the Club may be summoned at any time by the Committee following the expiry of 14 days written notice to be displayed by the Secretary on the Club notice board.
  - (c) At all General Meetings of the Club, members may vote in accordance with clause 7 hereof with every such member present entitled to vote on every question put to the vote. In the case of equality of voting the Chairman of the meeting (who shall be the Chairman of the Club if present, failing which a member elected for the occasion by a majority vote of those present at the meeting before the business of the meeting is opened) shall have a second or casting vote. All voting (except where expressed elsewhere in this constitution) shall be by simple majority.
  - (d) The Secretary shall minute proceedings at all General Meetings of the Club. If the Secretary is not present, another member nominated by a vote of those present at the meeting shall be requested to take minutes.
  - (e) In calling any General Meeting the Secretary shall by notice on the Club notice board, specify the business to be conducted at the meeting.
13. In accordance with the license granted by the Licensing Authority, alcohol may be supplied on the Club premises to members and guests signed in under clause 13 hereof during the following hours:

Saturday 12:00 to 23:00

Sunday 12:00 to 23:00

31st December 19:00 to 01:00

providing that alcohol is not supplied to members or guests who have not attained the age of 18 years. The SEC may vary the permitted hours above without calling a General Meeting, provided that the hours varied will be within those permitted for the Licensing District of Chelmsford, and permission is received from the Licensing Authority as necessary.



- (a) No person shall be paid at the expense of the Club any commission, percentage or similar payment on or with reference to the purchase of alcohol by the Club or directly or indirectly derive any financial benefit from the supply of alcohol by or on behalf of the Club to members or guests, apart from any benefit which may thereby accrue to the Club as a whole.
  - (b) The supply of alcohol to the Club shall be under the control of the Facility Manager or his/her delegates or other person(s) appointed by the Committee.
- 14. Members may introduce and entertain guests at the Club providing the introducing member has held a valid membership for a period of not less than 12 months. A guest book shall be kept at the Club premises which both the member and the guest shall sign at the time of the introduction of the guest.
  - (a) No member may introduce more than one guest in any one day. Guests who are introduced and have been signed in will pay a nominal signing in fee of £1-00 (subject to a maximum of 3 visits). No person whose membership of the Club has been terminated under clause 16 hereof, or is for the time being suspended under clause 16 hereof, or whose application for membership has at any time been rejected, shall be admitted as a guest. The Committee may suspend any member who takes undue advantage of this clause to the detriment of the Club.
  - (b) Any member introducing a guest under this clause must accompany him while the guest is on Club premises and shall be responsible for the guest's behaviour throughout the visit. Members shall be responsible for ensuring that all guests comply with the Club constitution while on Club premises. Guests will be required to vacate the premises upon the departure of the introducing member.
- 15. Members of visiting sports teams, competing in events against Club teams, and their supporters shall on the day of such event, be permitted entry to the Club premises. While on Club premises they may purchase alcohol provided they have attained the age of 18 years.
  - (a) The Clubhouse and bar facilities are available for private hire by any member or other persons sponsored by a Club member, subject to compliance with the planning permission conditions for the Club premises granted by Chelmsford City Council and agreement to the terms of hire which will be set by the Committee from time to time. All guests of the hirer will be permitted entry to the Club premises and may purchase alcohol subject to this constitution, and provided they have attained the age of 18 years.
  - (b) On occasions when the Club's premises has been hired for a private function, all Club members will be required to vacate the premises no later than 45 minutes prior to the commencement of the private function, unless they have been invited to remain by the hirer or are attending in an official capacity. Failure to do so may result in disciplinary action being taken.

- (c) The Committee will ensure that adequate written notice (of at least seven days) is given of any private hire of the Club and/or its facilities, and that such notices will be publicised on the Club notice board.
  - (d) The Committee or its designated delegate(s) reserve the right to refuse admission and/or the sale of intoxicating liquor to any such visitor, guest or supporter at their own discretion.
16. All Managers, players, team officials, parents and Club members shall adhere to the Respect Code of Conduct as defined by the Football Association and detailed in appendix 1 attached hereto.
- (a) The Club shall exercise an Equality Policy as attached in appendix 2 hereto.
  - (b) The SEC may suspend or terminate the membership of any member of any class whose conduct, whether on Club premises or elsewhere, is considered by the Committee, acting reasonably, to be detrimental to the best interests of the Club, its members or or its reputation.
  - (c) The SEC may immediately terminate the membership of any class of member that takes illegal drugs (Classes A, B and C) on the Club's premises (as defined in clause 2) or is found in possession of illegal drugs on the Club's premises. If a guest of a member takes illegal drugs on the Club's premises or is found in possession of illegal drugs on the Club's premises, the guest will no longer be allowed at the Club and the membership of the introducing member will also be immediately terminated. The provisions of clauses 16 (e) – (h) below shall not apply for the purposes of this clause.
  - (d) Suspension or termination of a parent or guardian of a Playing Junior Member will not necessarily affect the associated Playing Junior Membership.
  - (e) Within twenty one days of such suspension, the SEC shall display upon the Club notice board, a notice stating that the member has been suspended, and specifying the alleged grounds. A date shall be fixed for a meeting of the SEC for the purposes of considering further action, said meeting to be not earlier than 21 days and not later than 21 days from the display of the suspension notice. Members wishing to make representations to the SEC concerning the suspension must do so in writing to the secretary not later than 7 days from the display of the suspension notice.
  - (f) The secretary shall, not later than 7 days before the SEC meeting summoned to consider further action, cause written notice of the meeting to be served upon the suspended member at his last address as notified to the secretary, informing him of his rights to be present and legally represented at said meeting if he so desires.

- (g) At the said meeting of the SEC, any allegations against the suspended member shall be narrated (in his presence if he elects to attend, and in the presence of his legal representative if he elects to appoint one) and the suspended member and/or his legal representative shall be given the opportunity to respond. The suspended member may produce such witnesses as he wishes, and the SEC shall not unreasonably refuse any request by the suspended member for an adjournment of the proceedings to enable him to prepare his answers.
  - (h) After hearing all the evidence, the SEC shall, if they so wish, retire to consider further action, and shall thereafter vote thereon. It shall be the sole power of the SEC to reinstate the suspended member, or to terminate his or her membership. The decision of the SEC shall be final.
  - (i) The decision of the SEC shall be communicated to the suspended member in writing within seven days thereof.
  - (j) Any persons whose membership is terminated under this clause shall immediately be excluded from the Club premises, and shall have no claim against the Club, the Committee or any member thereof, except that any unexpired portion of his or her membership subscription shall be refunded.
17. The Club shall be dissolved upon a resolution to the effect passed by a (three-fourths) majority of those present and voting at a General Meeting of the Club called for the purpose under clause 12 hereof.
- (a) Following such resolution, the trustees shall take steps to convert into money all the assets of the Club whatsoever, with power to postpone or delay the conversion of any particular assets as so directed by the General Meeting. Such conversion shall, however, exclude any assets purchased with funds granted or donated by any sporting charities or foundations including inter alia the Football Foundation or Sport England as may exist at the time of the dissolution of the Club. The excluded assets shall be dealt with as directed by the grantor or donor organisation. Subject to the consent of such organisation, any surplus assets remaining after the discharge of any debts and liabilities of the Club shall be transferred to another Club, a competition or Essex Football Association for use by them for related community sports.
  - (b) Out of the proceeds of such conversion, the trustees shall discharge all debts and liabilities of the Club, including all expenses incidental to the said conversion.
18. Unless agreed otherwise by the Committee, the Club will not provide its teams or playing members with football kit. The Club encourages sponsorship of its football teams for this purpose, providing the sponsor abides by any sponsorship guidelines laid down by the Committee. The Club will ensure that it provides each of its teams with a sufficient number of training and match balls under guidelines determined by the Committee from time to time.
19. Any dispute arising out of, or not covered by this constitution shall be referred to the SEC or Management Committee, whose decision shall be final.

20. This constitution may be added to, amended or replaced by a resolution of a two thirds majority of those present and voting at a General Meeting of the Club called for the purpose under clause 12 hereof.

**This club Constitution incorporates amendments last voted upon at the AGM on 5<sup>th</sup> December 2016.**

**Stuart Paterson  
Secretary**



**BROOMFIELD FOOTBALL & SOCIAL CLUB**

**APPLICATION FOR  
NON-PLAYING SOCIAL MEMBERSHIP / CONCESSIONARY MEMBERSHIP  
New Application / Renewal – delete as appropriate**

Full Name of Applicant: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Numbers: \_\_\_\_\_

Email address: \_\_\_\_\_

Existing association with club: \_\_\_\_\_

Reason for application: \_\_\_\_\_

Employer / nature of  
employment: \_\_\_\_\_

Do you have a profession, skill or some practical know-how which you may be willing to provide to the club from time to time. If so, please provide details:

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I agree to abide by the rules of Broomfield Football and Social Club embodied in the club's constitution at all times.

I understand that my application must be proposed and seconded by two existing members of the club who have been members for a minimum of 12 months.

I understand that my application must be endorsed by the Senior Executive Committee ("SEC") and may be refused.

I further understand that I may be called before the SEC or its representatives to discuss my application.

I agree to pay the agreed membership fee (currently £50) upon acceptance of my application by the Club and annually thereafter on the due date for the duration of my membership.

I agree to provide 2 passport sized photographs for membership card purposes and carry my membership card at all times when visiting the club. I agree to produce my membership card on demand by any member of the SEC or its designated delegates.

I understand that should my application be accepted I will not be able to propose new members or sign in guests for a period of 12 months.

I understand that if at any time during my period of membership, I fail to uphold the rules embodied in the club constitution, my membership may be suspended or terminated with immediate effect.

All membership card remains the property of the club at all times and must be surrendered upon the termination of my membership either by myself or by the club.

Applicant Signature:

Date:

Proposer Name:

Signature:

Date:

Seconder Name:

Signature:

Date:

Under the Data Protection Act 1998, we have a legal duty to protect any personal information we collect from you. We will only use personal information We will not pass your information to any other parties under required to by order of the Courts. All club officials who have access to your personal data or are associated with the handling of that data are obliged to respect your confidentiality.