

**ARTICLES OF ASSOCIATION OF
THE AMATEUR FOOTBALL ALLIANCE LIMITED**

Company Number: 3957859

Adopted by special resolution passed on 29th February 2024

1. Definitions and Interpretation

(a) In these Articles, unless the context requires otherwise:

Act means the Companies Act 2006 as amended, restated, or re-enacted from time to time.

AFA and London Society of Association Referees (known as *LONSAR*) means the Association of Referees operating within the Alliance and the North Middlesex Referees Society which is recognised from time to time by Council.

Affiliated Association means an Association accorded the status of an Affiliated Association under the rules of the Football Association.

Affiliated Club means a football club which the Board has accepted for affiliation to the Alliance as a Member, or an Associate Member and **Affiliated Clubs** shall be construed accordingly.

Affiliated League or Competition means a league or Competition comprised of Affiliated Clubs which the Board has accepted for affiliation to the Alliance and **Affiliated Leagues or Competitions** shall be construed accordingly.

AGM means the annual general meeting held in accordance with these Articles and **AGMs** shall be construed accordingly.

Alliance means the Amateur Football Alliance Limited, company No. 3957859.

All Reasonable Endeavours means, with respect to a task or obligation of the Board or Council, efforts and prioritisation that are consistent with the efforts and prioritisation applied by that person within its own business activities when motivated to complete similar tasks or obligations on its own behalf under similar conditions (and, if applicable, timeframes) provided always that performance of the task or obligation does not require the obligor to sacrifice its commercial interests.

Applicable Laws means all laws and regulations (in addition to the Act) that apply to the Alliance from time to time.

Articles means these Articles of Association as altered from time to time by special resolution and **Article** shall be construed accordingly.

Associate Member Club means an Affiliated Club which the Board has resolved may be an Associate Member of the Alliance and **Associate Member Clubs** shall be construed accordingly.

Associate Member of Council means any Council Member who has been transferred to associate Membership pursuant to Article 47.

Auditor means a person/Company appointed by the Alliance to conduct an audit.

Ballot means an election by completion of a secret ballot paper.

Board means the Alliance's Board of Directors.

Board Chair means the person elected as the chair of the Board pursuant to Article 14.

Board Secretary means the secretary of the Board, or any other person appointed to perform the duties of the Board Secretary including a joint, assistant or deputy secretary.

Board Vice Chair means the person elected as the vice chair of the Board pursuant to Article 14.

CEO means the person appointed to be the Chief Executive Officer for the Alliance pursuant

to Article 17.

Chair of Council means the Chair of Council appointed pursuant to Article 40.

Clear Days means in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect.

Club means an Affiliated Club which the Board has resolved may be a Member or an Associate Member Club of the Alliance.

Competition means a competition of Affiliated Clubs which the Board has resolved may be a Member or an Associate Member Club of the Alliance and **Competitions** shall be construed accordingly.

Co-opted Director means a Director who is temporarily appointed as such by the Board outside the customary appointment process pursuant to Article 17.

Company Secretary means the company secretary of the Alliance, or any other person appointed to perform those duties pursuant to the Act, including a joint, assistant or deputy secretary.

Council means the Council of the Alliance for the time being constituted in accordance with these Articles.

Council-elected Directors means those Directors (nominated and) elected by Council Members pursuant to Article 17.

Council Member means any person co-opted, appointed or elected to be Members of Council in accordance with these Articles and who have, when requested, (i) completed any Safeguarding obligations required of them and (ii) signed the AFA's Code of Conduct and, where the context so permits, **Council Members** shall be construed accordingly.

Council Secretary means the person appointed to be the Council Secretary, or any other person appointed to perform such duties including a joint, assistant or deputy secretary).

DOU means the Declaration of Understanding detailing the relationship between the Board and Council with regards to footballing/business and operational matters which may only be changed with the agreement of 75% of Council Members.

Directors means the directors of the Alliance for the purposes of the Act as appointed in accordance with these Articles and **Director** shall be construed accordingly.

Elected Vice-Presidents means the persons elected from time to time to be the vice-presidents of the Alliance appointed in accordance with Article 46.

Election memorandum¹ means the document (appended to these Articles) setting out the procedure, timing and conduct of any Ballot required to elect a Participant to a position on Council and which may only be amended from time to time by a simple majority of Council Members present and voting at a Council meeting.

electronic facility includes, without limitation, website addresses and conference call systems, and any device, system, procedure, method or other facility whatsoever providing an electronic means of attendance at or participation in (or both attendance at and participation in) a Board, general or Council meeting.

electronic form and **electronic means** have the meaning given to such terms in section 1168 of the Act.

¹ Reminder **(again x5)** to get sight of this document.

Ex officio means that a person holds a position by virtue only of another office they hold, and that their position is wholly dependent, and conditional on, their continuing to hold that office.

FACOG means version 2.1 of the Football Association's *Code of Governance for County FAs* as the same was published and distributed in October 2023 by the Football Association.

FA Representative means the Council Member appointed to be the Alliance's representative to the Football Association pursuant to the articles of the Football Association pursuant to Article 43, it being understood, agreed, and accepted that the Council Member so appointed:

- (a) shall be required to abide by any eligibility criteria as shall be put in place by the Football Association from time to time.
- (b) (by virtue of being on the council of the Football Association), might also be involved in various committees and make decisions that help to shape the game.
- (c) should be able to represent the views of the Alliance at meetings of the Council of the Football Association.
- (d) act as an effective communicator between the Alliance and the Football Association.
- (e) will be required to comply with the Code of Conduct for members of the council of the Football Association.

Fellows means the persons appointed from time to time as Fellows of the Alliance pursuant to Article 48 and **Fellow** shall be construed accordingly.

Football Association means the Football Association Limited, company number. 00077797 whose registered office is situated at Wembley Stadium, Wembley, London HA9 0WS.

Honorary Referees' Secretary means the Council Member appointed to be the honorary referees' secretary of the Alliance pursuant to Article 44.

Honorary Solicitor means the Council Member appointed to be the honorary solicitor pursuant to Article 44.

Honorary Treasurer means the Council Member appointed to be the honorary treasurer of the Alliance pursuant to Article 44.

IAG means the Alliance's Inclusion Advisory Group.

Independent means that a person does not have any close connection to the running of or business of the Alliance and if, from the perspective of an objective observer, they would be viewed as independent of Council, the officers and employees of the Alliance. A person may still be deemed to be "*independent*" even if they are a member of the Alliance and/or play football. Examples of a "*close connection*" include:

- (a) they are or have within the last 4 years been actively involved in the Alliance's affairs, e.g., as a representative on the Alliance.
- (b) they are or have within the last 4 years been an employee of the Alliance.
- (c) they have close family ties with any of the Alliance's directors or senior employees.

Independent Examiner means the individual(s) appointed to examine the Alliance's accounts and financial records.

Laws of the Game means the laws of Association Football as settled by the *Federation Internationale de Football Associations* (FIFA) from time to time.

Life Members means the persons appointed from time to time to be the Life Members of the

Alliance pursuant to Article 39 and **Life Member** shall be construed accordingly.

Life Vice-Presidents means the persons appointed from time to time to be the life vice-presidents of the Alliance pursuant to Article 41 and **Life Vice-President** shall be construed accordingly.

Members means the Clubs, Associate Member Clubs, and individuals admitted into the Membership of the Alliance pursuant to Article 21 and **Member/Membership** shall be construed accordingly.

Membership Elected Directors means the individuals from the Membership of the Alliance (nominated and) elected to be Directors pursuant to Article 17 and **Membership Elected Director** shall be construed accordingly.

Membership Rules means the Membership rules of the Alliance created and amended from time to time pursuant to Article 21.

Past Presidents means the former Presidents of the Alliance who have become Past Presidents pursuant to Article 37 and **Past President** shall be construed accordingly.

President means the person elected from time to time to be the President of the Alliance pursuant to Article 38.

Registered Office means the Alliance's registered office, which is situated at Unit 3, 7 Wenlock Road, London N1 7SL.

Rules means the rules, regulations, standing orders and byelaws of the Alliance as amended from time to time.

Rules of the Football Association means the provisions for the regulation of football matters set by the Football Association as amended from time to time and any regulations, standing orders, decisions, rulings, findings, penalties or orders of any nature made pursuant to those regulations.

Sanctioning Authority means the Football Association or such other Affiliated Association.

Season means the period between 1 July to 30 June.

Senior Independent Director has the meaning given in Article 14.

Standing Committees means the standing committees of Council created pursuant to Article 45 as amended from time to time.

Statutes mean the Act and every other statute or statutory instrument, law or regulation for the time being in force and concerning companies in so far as they apply to the Alliance.

sufficient consultation shall mean a period of at least 28 days.

Vice Chair of Council means the Council Member appointed from time to time to be the Vice Chair of Council pursuant to Article 40.

Youth Council means the youth council (or Youth Advisory Group) of the Alliance as established by and constituted under these Articles.

- (b) References in these Articles to **writing** and to any form of **written communication** include references to any method of representing or reproducing words, symbols or other information in a visible form by any method of combination of methods, whether sent or supplied in electronic form or otherwise.
- (c) Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the

other genders.

- (d) Words or expressions contained in these Articles which are not defined in these Articles but are defined in the Act have, if not inconsistent with the subject or context, the same meaning as in the Act (but excluding any statutory modification thereof not in force at the date of adoption of these Articles).
- (e) Subject to the preceding paragraph, references to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force.
- (f) Headings are inserted for convenience only and do not affect the construction of these Articles.
- (g) In these Articles, powers of delegation shall not be restrictively construed but the widest interpretation shall be given thereto; no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power.
- (h) The model articles of association for a private company limited by guarantee set out in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI2008/3229) and any amendment or replacement from time to time shall not apply to the Alliance but the regulations contained in the following clauses (as originally adopted or from time to time altered by Special Resolution) shall be the Articles.
- (i) A reference to documents or information **being sent or supplied by or to** the Alliance shall be construed in accordance with section 1148(3) of the Act.
- (j) A reference to a **meeting** shall mean a meeting convened and held in any manner permitted by these Articles or, in the case of a meeting of Council, as permitted by the standing orders, including a general meeting at which some or all of those entitled to be present, attend and participate by means of an electronic facility or facilities and/or attend and participate at a physical place, and such persons shall be deemed to be *present* at that meeting for all purposes of the 2006 Act, these Articles and, in respect of meetings of Council, the Standing Orders, and **attend/attending, participate/participating, attendance/participation** shall be construed accordingly.
- (k) References to the **FACOG** mean any subsequent/successive version of the same as published and distributed by the Football Association.

2. Objects

The objects for which the Alliance is established are:

- (a) to promote, foster, develop, and support the game of Association Football (game) in every way, without discrimination, and to take all steps as shall be thought necessary or advisable for preventing infringements of the Laws of the Game as they apply from time to time, or any improper methods or practices in the game, and for protecting the game from abuse.
- (b) to make, adopt, vary, and publish rules, regulations, byelaws, and conditions for the regulation of the game or otherwise as shall be determined from time to time by the Football Association, and to take all such steps as shall be thought necessary or advisable for enforcing such rules, regulations, byelaws and conditions.
- (c) to promote, foster, develop, and support the principle of fair play in the game by encouraging everyone involved in the game to show respect to each other and to behave in a sporting manner both on and off the field of play.
- (d) to promote, foster, develop and support organisations designed in any way to promote, foster,

develop and support the game, including playing the game, the training and regulation of players, coaches and referees, the promotion of sportsmanship, the promotion of security in relation to spectating and the advancement of science and medicine as they apply to the game, and in any way in relation to all other aspects of the game, including by subscribing for shares, loan stock, warrants and other instruments in such organisations, or becoming involved as a Member or affiliate of such organisations, or facilitating the drafting and adoption of the constitution or memorandum and articles of association of such organisations or by making payments by way of grant or otherwise to such organisations;

- (e) to maintain, continue and provide for the affiliation and registration of competitions, Clubs and other organisations for promoting or playing the game.
- (f) to maintain, continue and provide for the affiliation and registration of players, referees, coaches and others involved in the game.
- (g) to promote, provide for, regulate, and manage competitions and matches, in the County or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to such promotion, provision, regulation and management.
- (h) promotion, provision, regulation, or management, including for the comfort, conduct, conveyance, convenience or benefit of players and of the public, and of any other persons concerned or engaged in such competitions or matches.
- (i) to provide for the proper custody, insurance, protection, exhibition, awarding, distribution, or loan of or other dealing with all or any of the cups, shields and other prizes of or relating to the Alliance.
- (j) to provide for representation at general meetings and on the Council of the Football Association of persons involved in the game within the Alliance by such means and in such manner as shall be determined from time to time under the rules, regulations or byelaws, conditions or articles of the Alliance.
- (k) to provide for, make and vary all such rules, regulations and byelaws as they relate to persons involved in the game in the Alliance from time to time including any rules, regulations and byelaws relating to Safeguarding as set out by the Football Association.
- (l) to provide by rules, regulations, conditions, bye-laws, or otherwise, for deciding and settling all differences that may arise between Associations, clubs, competitions, players or any persons who are Members of or who are employed or engaged by any such Association, competition or club, or any other person in reference to due compliance with the Laws of the Game (as from time to time prescribed by the Football Association) or the rules, regulations, conditions or bye-laws of the Alliance or of the Football Association, or in reference to contracts, or to any other matter of dispute or difference arising between such, or persons, or any of them, and whether the Alliance is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as shall be thought proper;
- (m) to co-operate with or assist any Association or club or competition or other person involved in the game in any way which the Alliance shall think proper, and to enter into or adopt any agreement or arrangements with such.
- (n) to co-operate with the Football Association in all matters relating to the game, including compliance with the Rules of the Football Association and the rules and regulations of anybody to which the Football Association is affiliated; and
- (o) to adopt and carry out all such rules and regulations, conditions, byelaws, agreements and arrangements of the Football Association, as are now in existence and from time to time, and to comply with or to enforce the due compliance with the same unless and until the same shall have been duly varied in accordance with the terms thereof.

3. Powers

In pursuance of the objects set out in Article 2, the Alliance has the power to:

- (a) buy, lease, or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Alliance.
- (b) borrow and raise money in such manner as the Directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Alliance's property and assets.
- (c) invest and deal with the funds of the Alliance not immediately required for its operations in or upon such investments, securities or property as may be thought fit.
- (d) subscribe for, take, buy, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world.
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Alliance may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any Alliance, firm or person including any holding Alliance or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the principal object in any way;
- (g) pay all or any costs or expenses incurred in connection with the promotion, formation and incorporation of the Alliance and to contract with any person, firm or Alliance to pay the same.
- (h) enter into contracts to provide services to or on behalf of other bodies or another Affiliated League and Cup Competitions.
- (i) provide and assist in the provision of money, materials or other help.
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments.
- (k) incorporate subsidiary companies to carry on any trade.
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 2.

4. Application of Income and Property

The income and property of the Alliance shall be applied solely towards the promotion of the objects, and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members of the Alliance. This does not prevent:

- (a) a Member of the Alliance receiving a benefit from the Alliance in the capacity of a beneficiary of the Alliance; or
- (b) reasonable and proper remuneration to any Member of the Alliance for any goods or services provided to the Alliance.

5. The Alliance

The Members and Directors of the Alliance shall so exercise their rights, powers and duties and shall where appropriate use all their reasonable endeavours to ensure that others conduct themselves so that the business affairs of the Alliance are carried out in accordance with the Rules for the time being in force.

6. Conflicts of Interest

- 6.1 A Director must declare to the other Directors any situation of which he is aware in which he has, or could have, a direct or indirect interest that conflicts, or might conflict, with the interests of the Alliance unless the situation cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 6.2 An interest of a Director to be disclosed under Article 6.1 may be declared at a meeting of Directors, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act.
- 6.3 If a conflict of interest arises for a Director and the conflict is not authorised by virtue of any other provision in the Articles, the remaining Directors may authorise such a conflict of interest if each of the following conditions is satisfied:
 - (a) the Director is absent from the part of any meeting at which there is discussion of the conflict of interest, including any arrangement or transaction affecting that other organisation, company or person.
 - (b) the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting; and
 - (c) the remaining Directors are satisfied and agree that it is in the interests of the Alliance to authorise the conflict of interest which has arisen.

7. Directors' General Authority

- 7.1 The Board is responsible for the management of the Alliance's business, for which purpose they may exercise all the powers of the Alliance and do on behalf of the Alliance all such acts as may be done by the Alliance as are not by statutes, Applicable Laws or by the Articles required to be done by the Alliance in a general meeting.
- 7.2 All Directors must act in the best interests of the Alliance, and in a manner consistent with their legal duties under the Act.

8. Delegation of Directors' Powers

The Board may delegate any of its powers to such committees, divisions, boards, groups, or such other bodies consisting of one or more Directors or others, or to the CEO, or to any other person holding any other executive office as it sees fit. Any such delegation may be made subject to any conditions as the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Such committees, divisions, boards, groups, or such other bodies may in turn delegate to a sub-committee or such other bodies and on such terms as it considers appropriate.

9. Committees

- 9.1 Committees to which the Directors delegate any of their powers must (i) contain at least one director and (ii) follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 9.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.
- 9.3 As a minimum the Directors shall maintain an Audit and Risk Committee, a Governance and Nominations Committee, a Marketing Committee, a permanent IAG/EDI committee and any other

committee(s) required by the Rules from time to time unless the Directors consider it appropriate for the Directors to act in place of such committees, as well as any other committees as the Directors consider necessary to support its work and such other committees as shall be required by the rules and regulations of the Football Association from time to time.

- 9.4 The permanent IAG/EDI committee established in Article 9.3 shall be appointed via an open, publicly advertised recruitment process
- 9.5 Each Committee established under this Article shall report to the Board and have clear terms of reference which identify its responsibilities and any powers delegated to it by the Board.
- 9.6 In addition to the foregoing, the Board (led by the Board Chair) shall undertake and maintain a written record of evaluations of its Committees and thereafter agree and implement a plan to take forward any actions resulting from the evaluations.

DECISION MAKING BY DIRECTORS

10. Notice and Meetings of Directors

- 10.1 The Board shall decide when and where to have meetings and how they will be conducted but, in any event, shall meet with sufficient regularity to discharge their duties effectively. They may also adjourn meetings as and when they see fit.
- 10.2 A Board meeting may be called by any Director at any time. Either the CEO, Board or Company Secretary **must** call a Board meeting if asked to do so by a Director as soon as reasonably practicable but in any event, within 7 days of being requested.
- 10.3 Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to the Director personally or by word of mouth or given in writing or by electronic means to the Director at their last known address or any other address given by them to the Company for that purpose.
- 10.4 Any such notice shall specify where, when and how the meeting is to be held. Any Director may waive notice of any meeting and such waiver may be retrospective.
- 10.5 All acts done in good faith by any meeting of the Directors or of any committee shall, notwithstanding it being discovered afterwards that there was some defect in the appointment or continuance in office of any such persons or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or Member of the committee as the case may be.

11. Quorum for Meetings and Voting

- 11.1 The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be no fewer than four.
- 11.2 A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
- 11.3 Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes, the Board Chair shall have a second or casting vote (unless the Board Chair is not entitled to vote on the resolution in question).
- 11.4 It is expressly agreed by all Directors that no single Director has the unfettered ability to take a decision.

12. Participation in Directors' Meetings

- 12.1 Any Director may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or any other form of communications equipment (whether in use when these Articles are adopted or developed subsequently), provided that all persons participating in the meeting are able to hear and speak to each other simultaneously throughout such meeting.

12.2 A Director so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chair of the meeting then is.

12.3 A resolution passed at any meeting held in the above manner and signed by the Board Chair or the chair of the meeting (if the Board Chair or Board Vice Chair is not present), shall be as valid and effectual as if it had been passed at a meeting of the Board (or committee, as the case may be) duly convened and held.

13. Resolutions in Writing

13.1 A resolution executed by all the Directors, or by all the Members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the Directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held.

13.2 For the purposes of this Article 13:

(a) A resolution shall consist of one or more written instruments, or one or more electronic communications sent to an address specified for the purpose by the secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect.

(b) A written instrument is executed when the person executing it signs it.

(c) An electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Company Secretary shall prescribe.

(d) The Directors, or (as the case may be) member(s) of a committee constituted under these Articles, need not execute the same written instrument or electronic communication.

(e) A resolution shall be effective when the secretary certifies that sufficient evidence has been received by him or her that the resolution has been executed in accordance with this Article 13.

(f) If no secretary is appointed, the Chair of the meeting shall perform the functions of the secretary under this Article 13.

14. Board Chair/ Senior Independent Director

14.1 Provided there is a vacancy for either/both role(s), at either:

(a) the first Board meeting after the end of a Season; or

(b) a Board meeting during a Season (it being accepted that if the election does not take place at the Board meeting set out in 14.1(a), the date of the alternative meeting under this Article shall be governed by the administrative needs of the Alliance),

the Directors shall elect one (1) or two (2) of their number to be Board Chair and/or Board Vice Chair for a term of three (3) years, after which the Director shall retire but may (subject to Article 14.3) offer himself for re-election.

14.2 The CEO shall not be the Board Chair or Board Vice Chair and the Board shall consider appointing an Independent Board Chair.

14.3 Subject to the provisions of Article 18, no Director shall serve for more than three (3) terms of three (3) years as Board Chair or Board Vice Chair unless a simple majority of the Directors consider it would be in the best interests of the Alliance for that Director to continue to serve beyond that

period (it being acknowledged that the Board may, in exceptional circumstances, permit a Director to hold office as the Board Chair or Board Vice Chair for a period up to a further year beyond the date on which they would otherwise have retired without being eligible for re-appointment in accordance with this Article).

- 14.4 The Board Chair shall be responsible for the leadership of the Board and shall preside at every Board meeting at which he is present, or the Board Vice Chair (shall preside at the meeting) in the absence of the Board Chair. But if there is no person holding those offices, or if the Board Chair/Board Vice Chair are (i) unwilling to preside or (ii) are not present within ten (10) minutes after the time appointed for the meeting, the Directors present must appoint one of their number to chair the meeting.
- 14.5 The Directors may terminate the appointment of the Board Chair or Board Vice Chair at any time by a simple majority of votes.
- 14.6 Notwithstanding the foregoing and pursuant to the provisions of the County FA Funding Agreement 2021-2024, the Board acknowledge and accept that the FA reserves the right to appoint an independent Board Chair which would only be exercised (i) after sufficient consultation and (ii) if the FA reasonably believed that it is necessary to safeguard FA funding or further the purposes for which that funding was granted).

Senior Independent Director

- 14.7 The following provisions shall apply to the position of Senior Independent Director:
 - (a) The Directors shall nominate an Independent non-executive Director to act as the Senior Independent Director.
 - (b) The Senior Independent Director's responsibilities shall include:
 - (i) acting (where required) as a sounding board for the Board Chair.
 - (ii) serving (where required) as an intermediary for the other Directors.
 - (iii) acting (where required) as a contact point for stakeholders to share any concerns if the normal channels of communication are considered not to be feasible or appropriate.
 - (iv) (together with the Board Chair and 2 other Directors from the Board's governance and nominations committee), carrying out the annual evaluation of the CEO's performance.

15. Records of Decisions to be Kept

- 15.1 The Directors must ensure that the Alliance keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Board.
- 15.2 The Directors shall keep the minutes of meetings of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting in writing and in permanent form and subject to the need for confidentiality (in which instance the minutes shall be suitably redacted), shall make the same available to Council.
- 15.3 If a Director has any concerns about the running of the Alliance or a proposed action, these concerns should be recorded in the Board minutes.
- 15.4 Any such minutes of any meeting, if purporting to be signed by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 15.5 Subject to the need for confidentiality set out in Article 15.1, the Board shall use All Reasonable Endeavours to ensure that its minutes publicly disclose information of its governance, structure, strategy, activities, and financial position to enable the Members to have a good understanding of these matters. Any information disclosed under this Article shall be fair, accurate and presented in

an understandable manner.

APPOINTMENT AND RETIREMENT OF DIRECTORS

16. Number of Directors

- 16.1 The number of Directors shall be subject to a maximum of twelve (12).
- 16.2 One third of the Directors from time to time shall be Independent.
- 16.3 The number of Council-elected Directors shall not exceed 6 (six) (including the FA Representative even if such person is not a Council Member who has been elected to serve by Council pursuant to the provisions of Article 43(a)) holding office from time to time.

17. Methods of Appointing Directors

- 17.1 Save as otherwise provided in the Articles and subject to the recommendations of the Board's governance and nominations Committee (who shall lead the process for Board appointments on behalf of the Board), the Board of the Alliance shall be:
 - (a) Such persons as the Alliance may by ordinary resolution appoint who are willing to act to as a Director.
 - (b) Such other persons as the Directors may from time to time co-opt to the Board on a temporary basis, provided that any co-opted Director shall not be entitled to hold office for a period of longer than one year save in exceptional circumstances directed by the Board.

Composition of the Board

- 17.2 The Board shall comprise of:
 - (a) 5 Council-elected Directors.
 - (b) 4 Independent Directors.
 - (c) the CEO in an Ex officio capacity.
 - (d) the FA Representative.
 - (e) 1 Membership Elected Director.
- 17.3 At the first annual Council election meeting or Members' meeting (as the case may be) following the adoption of these Articles:
 - (a) Council shall elect 5 (five) Council-elected Directors; and
 - (b) the Members shall elect 1 (one) Membership Elected Director,
 to sit on the Board.
- 17.4 It is acknowledged that:
 - (a) only Council Members are eligible for election as Council-elected Directors.
 - (b) only individuals from the Membership are eligible for election as Membership Elected Directors.
 - (c) only Council Members or Members (as the case may be) may participate in the election of such Directors.

Nomination process

- 17.5 With regard to Council-elected Directors, Council Members shall nominate a Council Member to be a Council-elected Director in the manner determined by Council, which must be seconded by another Council Member, (and then sent) to the Council Secretary on or before such date as Council shall prescribe in each year.
- 17.6 With regard to Membership Elected Directors, the Members shall nominate a Member to be a Membership Elected Director in the manner determined by the Board, which must be seconded by another Member, (and then sent) to the Company Secretary on or before such date as the Board shall prescribe in each year.
- 17.7 For the avoidance of doubt, Council Members or Members may only nominate or second one person to be a Council-elected Director or Membership Elected Director.

Ballot and Candidate Details

- 17.8 In the event that a Ballot for a Council-elected Director or Membership Elected Director is required:
- (a) in the case of Council-elected Director, such Ballot shall take place at the annual Council election meeting (or at another Council meeting during the Season) in such manner as Council shall prescribe.
 - (b) in the case of a Membership Elected Director, such Ballot shall take place at a meeting of the Members at such time, and in such manner, as the Board shall prescribe.
 - (c) in the case of either a Council-elected Director or Membership Elected Director (as the case may be), the candidates must, if requested by the Chair/Vice Chair of Council or the Board, supply in writing prior to the Ballot taking place:
 - (i) details of their service in football with an Affiliated Club (or, if their service in football has not been with an Affiliated Club, details of their service in football with a club affiliated with an alternative Affiliated Association).
 - (ii) reasons why they wish to become a Director.
 - (iii) an indication of the voluntary work they expect to contribute to the Board.
 - (iv) confirmation that their being elected to the Board will not constitute a conflict of interest with the Alliance's aims and objectives.
- 17.9 The nominees recording the highest number of votes shall be declared elected as a Council-elected Director or Membership Elected Director at the respective election meetings.

Independent Directors

- 17.10 As soon as reasonably practicable after the adoption of these Articles, (up to) four (4) Independent Directors shall be recruited from outside Council by a panel of a minimum of 3 selected and chaired by the Board Chair which shall consist of a minimum of two (2) of the following:
- (a) the Chair of the Board's governance and nominations committee (or the Vice Chair of the same).
 - (b) the Senior Independent Director (or another Independent Director).
 - (c) any other Director invited by the Board Chair if a Director under (a) or (b) are unable to attend.
- Applications for the position must be received by the CEO by a date determined by the Board governance and nomination committee in any year.
- 17.11 The Board or the Board's governance and nominations committee shall inform the Football

Association of any appointment process being carried out by the Alliance in relation to (a) any Directors; and (b) the CEO and shall permit the Football Association to observe any such process.

The CEO

- 17.12 Subject to the provisions of the Act, Applicable Laws and Article 17.17, the CEO shall be appointed by the Board for such term, on such remuneration and upon such conditions as they may think fit; and any CEO so appointed may be removed by the Board in accordance with their contractual terms and conditions of employment law.
- 17.13 No person may be appointed as a Director unless:
- (a) they have attained the age of 18 years; or
 - (b) they have provided to the Alliance a declaration of good character and commitment to integrity; or
 - (c) in circumstances such that, had they already been a Director, they would not have been disqualified from acting under the provisions of Article 19.

IAG Board Observer

- 17.14 The IAG shall be entitled to nominate one Member and/or a deputy who is not otherwise a Director to attend Board meetings as an observer. In this capacity, they shall be entitled to receive notice of, and attend and speak at, all Directors' meetings and to receive copies of all board papers as if they were a Director but shall not be entitled to vote on any resolutions proposed and shall not count towards the quorum for the meeting or have any rights of a Director and shall not hold themselves out as a Director in any way.

Co-Opted Directors

- 17.15 In exceptional circumstances, a Co-opted Director may serve on the Board if this is necessary to ensure that the Board has the skills and/or experience to fulfil its role.

Induction

- 17.16 The Alliance shall ensure that, on appointment, each Director shall be given a written statement of their responsibilities and, furthermore, shall receive a full, formal, and tailored induction on joining the Board in respect of (but not limited to):
- (a) the role of a Board and the legal duties of a Director pursuant to the Act.
 - (b) the Alliance's history and structure.
 - (c) the Alliance's governing documents (i.e., these Articles, Board and Committee terms of reference, all Board and general meeting minutes, strategic plan, financial information, and any other significant issues).
 - (d) the Alliance's key stakeholders.
 - (e) the FACOG.
- 17.17 Remuneration of all Directors and employees, if any, shall be determined in accordance with a formal, transparent procedure approved by the Board.
- 17.18 The Board shall ensure its responsibilities towards the welfare and safety of its members and people (including but not limited to employees, participants and volunteers) are factored into the decisions it makes and shall appoint a Director to take a lead in these areas. Furthermore, the Board shall appoint one of the Directors as the Board Safeguarding/Safety Champion in compliance with the Football Association Safeguarding 365 Standard for County FAs and the Board Safeguarding Champion shall fully meet the role description.

Powers / Responsibilities of the Board

- 17.19 The affairs of the Alliance shall be managed by the Board which may exercise all the powers of the Alliance and do, on behalf of the Alliance, all such acts as may be exercised and done by the Alliance, subject always to the provisions of the Act and these Articles. The Board shall be responsible for (without limitation to the general powers referred to herein):
- (a) taking such decisions and actions as the Board considers appropriate in managing the affairs of the Alliance including without limitation appointing or removing the CEO from office and determining the terms of service of the CEO.
 - (b) all financial matters, including implementing and approving the operating budgets and business plans of the Football Association.
 - (c) creating, developing, and implementing the Alliance's overall strategy and specific strategies and reporting on the same to Council.
 - (d) reporting to and proposing strategic plans to Council.
 - (e) making decisions upon all matters of policy or procedure to be followed by the Alliance and setting the Alliance's values and standards.
 - (f) making any such regulations or rules of the Board, together with any amendments to those regulations or rules as it sees fit.
 - (g) exercising all such powers of the Alliance as may be required to give effect to these Articles and which are not by statute, or these Articles specifically required to be done or exercised by the Alliance by a resolution of the Members.
 - (h) approval of the Alliance's strategy (after consultation with the Football Association and Council).
 - (i) approval of the long-term financial plan and annual budget.
 - (j) periodically reviewing the financial plan and performance against the Alliance's annual budget.
 - (k) ensuring compliance with all statutes and Applicable Laws.
 - (l) discussion of, and engagement with, Council proposals and concerns (in particular, complying with its obligations under Article 45.2(f) to produce regular reports for Council on the exercise of the Board's powers or at such other alternative frequency as reasonably requested by Council).
- 17.20 The Board shall set out, promote, and support the implementation of good governance standards, including with respect to diversity and inclusion:
- (a) throughout its organisation; and
 - (b) within its membership and/or associated organisations.
- 17.21 In connection with Article 17.20, the Board shall
- (a) ensure its leadership represents and reflects the diversity of the Membership community (as far as this is feasible).
 - (b) create a *Diversity and Inclusion Action Plan*.
- 17.22 The Board shall:
- (a) ensure both individually and collectively it understands the key legal and regulatory obligations

which affect the Board and the Alliance.

- (b) ensure the Alliance has appropriate policies and procedures in respect of these obligations.
- (c) adopt appropriate and proportionate policies and procedures for the Alliance including those which address regulatory obligations and those that ensure sufficient financial controls.
- (d) take all reasonable steps to ensure that these policies and procedures are, where appropriate, communicated to, and understood and followed by, its Directors, staff and, where relevant, volunteers.
- (e) ensure the policies and procedures set out in 17.22(c) are reviewed and updated at least once every two (2) years.
- (f) maintain its mandatory Codes of Conduct for Directors, Council Members and the Alliance's staff that, among other things, requires all parties to always act in the best interests of the Alliance, as well as acting with inclusivity, integrity, in an ethical manner and pursuant to the provisions of Article 6.
- (g) maintain an up-to date matrix detailing the skills, experience, independence and knowledge required of the participants who serve on the Board.
- (h) adopt policies and practices that:
 - (i) foster openness and debate amongst Directors and
 - (ii) set out clear expectations with respect to the running of Board meetings and direct behaviour.

17.23 The Directors' code, terms of reference and other policies of the Board and its committees shall be reviewed at least every four (4) years to ensure compliance with all Applicable Laws.

17.24 No alteration of these Articles or direction given by special resolution or otherwise by the Members or decision of Council shall invalidate any prior act of the Board which would have been valid if that alteration had not been made, or that direction had not been given or that decision had not been made.

18. Directors' Term of Office

18.1 At the third AGM of the Company following the date of their initial appointment, a Director shall retire from office.

18.2 Directors shall not be entitled to offer themselves for re-appointment at more than two (2) AGMs at which they are eligible for re-appointment in accordance with this Article, **provided that:**

- (a) a Director may stand for further re-election and serve for a maximum aggregate period of up to twelve years from the date of their first appointment as a Director if, during their term of office as a Director, they are:
 - (i) appointed as Board Chair; or
 - (ii) appointed to the Council of the Football Association.
- (b) a Director appointed in an Ex officio capacity may serve on the Board for the duration of their holding the relevant office.
- (c) the Board may, in exceptional circumstances, permit a Director to hold office for a period up to a further year beyond the date on which they would otherwise have retired without being eligible for re-appointment in accordance with this Article.

18.3 If a Director retires pursuant to Article 18.1, in circumstances where he is not entitled to offer himself for re-appointment by virtue of Article 18.2, he shall not be eligible for re- appointment to

the board until a period of four years has passed from the date of that retirement.

- 18.4 The term limits in Articles 18.1 and 18.2 shall not apply retrospectively from the date of the relevant Director's appointment, whether before the date of adoption of these Articles or not.
- 18.5 The terms limits in Articles 18.1 and 18.2 shall apply to an Independent Director **save that** the Board's governance and nominations committee shall conduct a review of their contribution to the Alliance on an annual basis and may, if an Independent Director's contribution to the Alliance has subsequently been deemed to be unsatisfactory by a majority of the Board, be removed from the Board in accordance with the provisions of Article 19.1(m) by a simple majority vote of the Board.
- 18.6 The term limits in Articles 18.1 and 18.2 shall not apply to a Co-opted Director (it being accepted that their term of office shall not last longer than a year unless agreed by a simple majority vote of the Board).
- 18.7 Notwithstanding the term limits set out in this Article, the Board shall maintain continuity plans for the Alliance and succession plans for orderly appointments to the Board and to key posts within the Alliance².

19. Termination of Director's Appointment

- 19.1 A person ceases to be a Director:
- (a) if they cease to be a Director by virtue of any provision of the Act or become prohibited by law from being a Director.
 - (b) if they have a bankruptcy order made against them or are declared bankrupt by any court of competent jurisdiction or where they make any arrangement or composition with their creditors generally or apply for an interim order under section 253 of the 1986 Act in connection with a voluntary arrangement under the 1986 Act.
 - (c) if they die or are, or may be, suffering from mental disorder and either:
 - (i) they are admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law in any jurisdiction; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs.
 - (d) if by notice in writing to the Alliance they resign but only if at least four (4) Directors remain in office when the notice of resignation is to take effect.
 - (e) if such person is subject to a decision of the Football Association that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.
 - (f) if they are the subject of a decision of the Football Association, UEFA or FIFA that they be suspended permanently or for a specified period 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 statutes of UEFA or FIFA (as appropriate).
 - (g) they are absent for more than three (3) consecutive Board meetings without the permission of the Board.
 - (h) if they no longer comply with a declaration of good character or commitment to integrity given by the Director upon taking office or the Alliance's Directors' code from time to time.

² **KMB – Expand this such that some stuff is being done. Check if there is anything extra in the FACOG.**

- (i) if they cease to hold office by reason of any order made under the Company Directors Disqualification Act 1986 or by virtue of any provision of the statutes and any Applicable Laws (including section 168 of the Act).
- (j) if they are removed by the Members of the Alliance by a simple majority vote.
- (k) if they are convicted of any criminal offence, other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Alliance.
- (l) where they are an Ex officio Director, if they cease to hold the office by which they became entitled to be a Director.

19.2 A Council-elected Director may be removed from office by a simple majority vote of Council Members present and voting at the Council meeting at which the resolution to remove them is proposed.

19.3 A Membership Elected Director may be removed from office by a simple majority vote of the Members present and voting at the Members meeting at which the resolution to remove them is proposed.

20. Directors' Indemnity and Insurance

20.1 Subject to the provisions of the Act, and so far as may be consistent with the statutes and Applicable Laws:

- (a) Every Director and every other officer other than the Alliance's Auditor or the Independent Examiner may be indemnified out of the assets of the Alliance against all costs, charges, losses, expenses and liabilities incurred by him or her in the actual or purported execution and/or discharge of his duties and/or the actual or purported exercise of his powers and/or otherwise in relation to, or in connection with, his duties, powers or offices, in each case to the extent permitted by section 232 of the Act; and
- (b) The Alliance may also provide funds to any Director or any other officer (other than the Alliance's Auditor or the Independent Examiner) or do anything to enable a Director or such other officer to avoid incurring expenditure, in each case in the manner permitted by and subject to the restrictions required by section 205 of the Act.
- (c) The Directors may decide to purchase and maintain insurance, at the expense of the Alliance, for the benefit of an officer in respect of a loss.

BECOMING AND CEASING TO BE A MEMBER

21. Membership of the Alliance

21.1 The following shall apply to Members of the Alliance

- (a) Those Members as at the date of adoption of these Articles and such other persons as are admitted to Membership by the Board in their absolute discretion in accordance with the Articles shall be the Members of the Alliance.
- (b) Every person who wishes to become a Member shall deliver to the Alliance an application for Membership in such form as the Board requires executed by them (together with the annual subscription).
- (c) The provisions of section 113 of the Act shall be observed by the Alliance and every Member shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.
- (d) For the purposes of registration, the number of Members is declared to be unlimited.

- (e) Every corporation and unincorporated association (**organisation**) which is admitted to Membership may exercise such powers as are prescribed by section 323 of the Act.
- (f) The organisation must give written notice of the name of its representative to the Alliance, and, in the absence of such notice, the Alliance shall not be obliged to recognise the entitlement of the organisation's representative to exercise the rights of the organisation at general meetings. Having received such notice, the Alliance shall consider that the person named in it as the organisation's representative shall continue to be its representative until written notice to the contrary is received by the Alliance.
- (g) The Alliance shall be entitled to consider that any notice received by it in accordance with 21.1(f) is conclusive evidence that the representative is entitled to represent the organisation and that his authority has not been revoked. The Alliance shall not be required to consider whether the representative has been properly authorised by the organisation.
- (h) Any person who ceases to be a Council Member shall automatically cease to be a Member and his name shall be erased from the Register of Members.

21.2 The Board may from time to time make, vary, and revoke the Rules relating to the levels of subscription or affiliation fees to be paid by the different categories of Members. In addition, the Board may from time to time make, vary, and revoke Rules:

- (a) setting out different categories of Membership of the Alliance including Rules for Associate Members of Council.
- (b) setting out rights, privileges, and obligations of the different categories of Members.
- (c) relating to the organisation of Members including (without limitation) rules of finances of and financial and other records and minute books to be kept by Members.
- (d) setting out which office holders of a Member may represent the Member at general meetings of the Alliance.
- (e) setting out disciplinary procedures for Members.

21.3 Subject to the provisions of Article 21.2, Council may, from time to time, establish rules for Membership of the Alliance setting out, inter alia, criteria for Membership, categories of Membership, rights and obligations of Members, provided that such rules:

- (a) do not conflict with the Articles; and/or
- (b) allow open Membership to all without discrimination on any grounds.

22. Termination of Membership

22.1 A person shall immediately cease to be a Member (**provided** that at least one Member remains on the Register of Members thereafter) in the following circumstances:

- (a) If at any time the Directors reasonably believe the interests of the Alliance so require (by notice in writing sent to that Member), to request that a Member withdraw from Membership of the Alliance within the time specified in such notice.
- (b) No such notice shall be sent except on a vote of the majority of the Directors present and voting.
- (c) If on the expiry of the time specified in such notice, the Member concerned has not withdrawn from Membership by submitting written notice of their resignation, or if at any time after receipt of the notice requesting them to withdraw from Membership, the Member shall so request in writing, the matter shall be submitted to a properly convened and constituted meeting of the Directors. The Directors and the Member whose expulsion is under consideration shall be

given at least fourteen (14) days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the meeting be entitled to present a written or oral statement in their defence, and they shall not be required to withdraw from Membership unless half of the Directors present and voting shall, after receiving the statement in their defence, vote for their expulsion, or unless the Member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the Member shall fail to attend the meeting without sufficient reason being given in advance, they shall thereupon cease to be a Member and their name shall be erased from the register of Members.

(d) If by notice in writing to the Alliance, the Member resigns his Membership with seven (7) days' notice.

(e) If they die; or

(f) If they fail to pay any annual subscription or affiliation fee as soon as it is due and payable.

23. Transfer of Membership

Membership of the Alliance is not transferable.

24. Annual General Meeting

24.1 The Alliance shall call an AGM each year, with no more than 15 months elapsing between successive AGMs.

24.2 Each notice calling an AGM shall specify the meeting as such and each AGM shall take place at such time and place as the Board shall think fit.

24.3 The business at an AGM shall include:

(a) the consideration of the accounts, balance sheets, reports of the Directors and Auditor.

(b) the provision of a report from the Directors on the Alliance's activities since the previous AGM.

(c) the appointment of the Auditor and/or Independent Examiner.

(d) such other business as may be brought before the AGM in accordance with these Articles and the Act (including, if applicable the retirement, appointment or re-appointment of Directors in accordance with these Articles).

24.4 Unless the Board unanimously agree, the AGM shall never be held exclusively using an electronic facility.

25. Notice of General Meetings

25.1 General meetings, including the AGM, shall be called on a minimum of fourteen (14) Clear Days' notice.

25.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than ninety per cent (90%) of the total voting rights.

25.3 The notice shall specify the date, time and place and/or electronic facility of the meeting, whether the meeting will be held (wholly or partly) at a physical place or by means of an electronic facility and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.

25.4 The notice shall be sent to:

(a) each Member.

(b) each Director.

(c) the Auditor and/or Independent Examiner of the Alliance.

25.5 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Alliance.

26. **Proceedings at General Meetings**

26.1 (For the purposes of these Articles, a reference to **general meetings** of the Alliance includes AGMs unless stated otherwise). Every general meeting of the Alliance shall have a chair:

(a) The President, or in his absence, the Chair of Council, shall preside as chair of the meeting.

(b) If the Chair of Council is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which a meeting was due to start, the Directors present; or (If no Directors are present) the Members, must appoint a Director or Member to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.

(c) The person chairing a meeting in accordance with this Article is referred to as the *Chair of the meeting*.

26.2 No business shall be transacted at any general meeting unless a quorum is present.

26.3 The quorum for a general meeting is 25 Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.

26.4 If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place as the Directors shall determine. If at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.

Electronic Meetings

26.5 The Board may decide to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation by means of an electronic facility. Members or their proxies present shall be counted in the quorum for, and entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that Members or their proxies attending the meeting who are not present together at the same place may:

(a) participate in the business for which the meeting has been convened;

(b) hear all persons who speak at the meeting; and

(c) be heard by all other persons present at the meeting.

26.6 If it appears to the chair of the meeting that the electronic facility has become inadequate for the purposes referred to in Article 26.5, then the chair may, without the consent of the meeting, interrupt or adjourn the meeting. All business conducted at that meeting up to the time of that adjournment shall be valid and the provisions of Article 31 shall apply to that adjournment.

26.7 If a general meeting is held by means of an electronic facility, the Board may make any arrangement and impose any requirement or restriction as is:

(a) necessary to ensure the identification of those taking part and the security of any electronic communication; and

(b) proportionate to those objectives.

In this respect, the Board may authorise any voting application, system or facility as they see fit.

27. Voting at General Meetings

- 27.1 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 27.2 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.
- 27.3 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the Chair of the meeting whose decision is final.
- 27.4 Unless a poll is demanded, the declaration of the Chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.
- 27.5 A poll may be demanded by:
- (a)** the Chair of the meeting.
 - (b)** the Directors.
 - (c)** two or more persons having the right to vote on the resolution; or
 - (d)** a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 27.6 A demand for a poll may be withdrawn if:
- (a)** the poll has not yet been taken, and
 - (b)** the Chair of the meeting consents to the withdrawal.
- 27.7 A poll demanded on the election of a person to Chair of the meeting or on a question of adjournment must be taken immediately.
- 27.8 Otherwise, a poll demanded must be taken either immediately or at such time and place as the Chair of the meeting directs, provided that it is taken within [30] days after it was demanded. If not taken immediately, either the time and place at which it is to be taken shall be announced at the meeting at which it was demanded or at least seven (7) Clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 27.9 The poll shall be conducted in such manner as the Chair directs and the Chair may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 27.10 If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.

28. Proxies

- 28.1 A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Alliance.
- 28.2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:
- (a)** states the name and address of the Member appointing the proxy.

- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed.
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Alliance in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

28.3 The Alliance may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes.

28.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

28.5 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

29. Delivery of Proxy Notices

29.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Alliance by or on behalf of that person.

29.2 An appointment under a proxy notice may be revoked by delivering to the Alliance a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

29.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

29.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

30. Entitlement to attend, speak and participate by Directors and Non-Members

A Director (and any other person invited by the Chair to do so) may attend and speak at any general meeting whether or not a Member.

31. Adjournment

31.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the meeting must adjourn it.

31.2 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

31.3 When adjourning a general meeting, the Chair of the meeting must:

- (a) either specify the time, date, place and/or electronic facility to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

31.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was

adjourned, the Alliance must give at least 7 Clear Days' notice of it:

- (a) to the same persons to whom notice of the Alliance's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

31.5 The chair of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced, or a quorum is present) either without specifying a time, date, place and/or electronic facility or facilities or to another time, date, place and/or electronic facility or facilities where it is apparent that:

- (a) the Members wishing to attend cannot be conveniently accommodated in the place and/ or electronic facility or facilities appointed for the meeting.
- (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
- (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

31.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

32. Errors and Disputes

- (a) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (b) Any such objection must be referred to the Chair of the meeting, whose decision is final.

33. Amendments to Resolutions

33.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Alliance in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.

33.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

33.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

34. Resolutions in Writing

34.1 A resolution executed by such number of Members as would have been required to vote for the resolution had it been proposed in general meeting at which all of the Members were present, and voting shall be as valid and effectual as if it had been passed at a general meeting duly convened and held.

34.2 For the purposes of this Article 34:

- (a) A resolution shall consist of one or more written instruments, or one or more electronic communications sent to an address specified for the purpose by the secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect.
- (b) A written instrument is executed when the person executing it signs it.
- (c) An electronic communication is executed when the person executing it sends it **provided that** it has been authenticated in such manner (if any) as the secretary shall prescribe.
- (d) The Members need not execute the same written instrument or electronic communication.
- (e) A resolution shall be effective when the secretary certifies that sufficient evidence has been received by him or her that the resolution has been executed in accordance with this Article 34.
- (f) If no secretary is appointed, the Chair shall perform the functions of the secretary under this Article 34.
- (g) The resolution must be accompanied by a statement informing the Member how to signify their agreement to it and the date by which this is to be done; and
- (h) A proposed written resolution will lapse if it is not passed before twenty-eight (28) days from the circulation date.

COUNCIL

Constitution and Membership of Council

35. Council

35.1 There shall be a body known as the *AFA Council* which shall be constituted according to these Articles. The following shall be Council Members:

- (a) the President.
- (b) the Chair of Council.
- (c) the FA Representative.
- (d) the Vice Chair of Council.
- (e) the Past Presidents.
- (f) the Life Vice-Presidents.
- (g) the Elected Vice-Presidents.
- (h) the Life Members.
- (i) the Honorary Solicitor.
- (j) the Honorary Referees' Secretary.
- (k) the Honorary Treasurer.
- (l) two (2) representatives nominated by the AFA from the London Society of Association Referees (both of whom must be an Alliance parented referee).

- (m) one (1) or more representatives appointed in accordance with Article 36 by each Affiliated League or Competition, whose number shall be determined in accordance with the number of Affiliated Clubs in Membership or teams playing within the Affiliated League, Combination or Competition (as appropriate) as set out in the table below:

No. of teams from affiliated clubs in the Competition	No. of Representatives
10 – 20	1
21 – 50	2
51 – 100	3
101 – 150	4
151 – 200	5
200 or more	6

- (n) such other person(s) as Council may co-opt in accordance with Article 40.

35.2 No employee of the Alliance or employee of any other Affiliated Association shall be eligible to become a Council Member.

36. Appointment to Council/Term Limits/Nominations

- (a) Each organisation or group of organisations, entitled to nominate a person to be a Council Member pursuant to Article 35(l)-(n), shall submit to Council for approval, the name or names of the person(s) they propose to nominate as a Council Member by such time as Council shall prescribe. In the event of a casual vacancy occurring in relation to any Council Member(s) appointed pursuant to this Article, Council shall be empowered (but not obliged) to fill the vacancy.
- (b) Council shall be empowered to fill any other vacancy which may occur on Council during the Season. A Council Member so appointed to fill a vacancy shall hold office until such time as the person who was replaced was due to retire but shall be eligible for re-appointment in accordance with these Articles.
- (c) Council shall be empowered to co-opt such persons as they think fit to serve as Council Members. Those persons co-opted to Council shall serve for such term and on such conditions as Council thinks fit and may be removed by Council at any time.

Term Limits

- (d) Each Council Member shall serve on Council from the date of their appointment until their replacement or vacation of office in accordance with these Articles.
- (e) Subject to an initial review of their contribution to the Alliance which shall take place after the expiration of their first twelve (12) months of service on Council (it being acknowledged that if they are deemed not to be making a valuable contribution to Council by a simple majority vote of Council, they shall become an Associate Member of Council pursuant to Article 47.3), Council Members shall serve on Council for a maximum of three (3) terms of three (3) years, at which point they shall retire. Each term shall run from the date of their appointment or most recent re-appointment until the Council meeting immediately preceding the end of the three (3) year term at which point they shall be eligible for re-appointment at the next Council meeting.
- (f) The Council may, in exceptional circumstances where a suitable replacement cannot be found, permit a Council Member to serve for a further three (3) years beyond the date on which they would otherwise have retired without being eligible for re- appointment in accordance with Article 36(e).

- (g) Where a Council Member no longer represents an Affiliated League or Competition but is able to attend Council meetings by virtue of their being, *inter alia*: (i) a Past President; or (ii) the President; or (iii) a Life Member; or (iv) a Life Vice-President; or (v) an Elected Vice-President; or (vi) appointed to one of the positions set out in Article 44(a)(i)-(iii); or (vii) a Fellow, they shall be entitled to receive notice of and documents in connection with, attend, speak but not vote at Council meetings.

Nominations

- (h) No Council Member may propose or second more than one (1) person to be either President, a Life Vice-President, an Elected Vice-President, the Chair of Council, Vice Chair of Council, Honorary Solicitor, Honorary Treasurer, FA Representative and the Honorary Referees' Secretary.
- (i) Where there is more than one nomination for a particular position, a Ballot shall be conducted, pursuant to the provisions of these Articles and the Election memorandum.

Conditions subsequent to election

- (j) Upon election and prior to attending their first Council meeting, all Council Members must:
- (i) complete any required safeguarding training,
 - (ii) complete/comply with any other reasonable training/requirements of Council/the Football Association/the Board.

37. Past Presidents

37.1 The following provisions shall apply to the position of Past Presidents:

- (a) The number of Past Presidents is unlimited.
- (b) A person who has served as President shall automatically, on expiration of his term of office, become a Past President.
- (c) Subject to their fully complying with the provisions of Article 47.2, Past Presidents shall be entitled to receive notice of, attend and vote at all Council meetings and shall be entitled to remain on Council in perpetuity.
- (d) For the avoidance of doubt, a Past President may be nominated to be the President provided that a period of at least four (4) years have passed since they last held that position.
- (e) Past Presidents shall have such rights and privileges as Council shall from time to time prescribe.

38. President

38.1 The following provisions shall apply to the position of President:

- (a) The President shall be elected by Council at the annual Council election meeting.
- (b) Only a Council Member may nominate a person for President.
- (c) Nominations for the office of President, together with the names of proposers and seconders, shall be sent to the Council Secretary by such date as Council shall prescribe in each year.
- (d) The person so appointed shall normally hold office for a two (2)-year term but shall be eligible for re-election provided that no person shall serve as President for longer than a total aggregate period of four (4) years unless a simple majority of Council consider it would be in the best interests of the Alliance for that person to continue to serve in excess of that period. There is no age restriction on becoming President.

- (e) The Council shall have power to fill any vacancy arising in the position of President pursuant to Article 36 and any person so appointed shall hold office until the next Council election meeting at which point, they shall then be eligible for re-election in accordance with this Article.
- (f) The President shall carry out such other representative, ceremonial and ambassadorial roles as Council shall determine from time to time and shall have such rights and privileges as Council shall from time to time prescribe.

39. Life Members

39.1 The following provisions shall apply to the position of Life Members:

- (a) The Council may appoint such persons as it thinks fit to be Life Members.
- (b) Life Members shall be entitled to remain on Council in perpetuity, subject to their fully complying with the provisions of Article 47.2.

40. Chair and Vice Chair of Council

40.1 The following provisions shall apply to the position of the Chair and Vice Chair of Council:

- (a) Provided there is a vacancy for either/both role(s), Council shall elect one (1)/two (2) of its Members to be the Chair of Council and Vice Chair of Council at either:
 - (i) the annual Council election meeting; or
 - (ii) any Council meeting held during a Season, it being accepted that if the appointments are not confirmed at the annual Council election meeting under 40(a)(i), the date of the alternative Council meeting required under this Article shall be determined by the administrative needs of Council.

The election procedure shall be set out in the Election memorandum.

- (b) Such persons shall serve as Chair of Council and Vice Chair of Council for a term of three (3) years at which point they shall retire but may offer themselves for re-election under Article 40(a) above, except that a person may serve as Chair of Council or Vice Chair of Council (as the case may be) for a maximum of three (3) terms of three (3) years, at which point they shall retire and shall not be eligible for re-appointment until a period of four (4) years has passed from the date of their retirement (it being acknowledged that Council may, in exceptional circumstances, permit a Council Member to serve as Chair of Council and Vice Chair of Council for a further three (3) years beyond the date on which they would otherwise have retired without being eligible for re- appointment in accordance with this Article).
- (c) The Chair of Council and Vice Chair of Council shall have such rights and privileges as Council shall from time to time prescribe. Any vacancy in the positions of Chair of Council and/or Vice Chair of Council shall be filled in accordance with Article 36.
- (d) The Chair of Council or Vice Chair of Council may be removed at any time by a simple majority vote of Council.

41. Life Vice-Presidents

41.1 The following provisions shall apply to the position of Life Vice-President:

- (a) There shall be a maximum of thirty (30) Life Vice-Presidents at any time, subject to Article 47.3(g).
- (b) The Life Vice-Presidents may be elected by Council at the annual Council election meeting.

- (c) Subject to their fully complying with the provisions of Article 47.2, Life Vice-Presidents shall be entitled to receive notice of, attend and vote at all Council meetings.
- (d) Life Vice-Presidents shall, on being elected pursuant to this Article, be entitled to remain on Council in perpetuity and shall have such rights and privileges as Council shall from time to time prescribe.

42. Elected Vice-Presidents

42.1 The following provisions shall apply to the position of an Elected Vice-President:

- (a) There shall be a maximum of twelve (12) Elected Vice-Presidents at any time, subject to Article 47.3(g). Only Council Members may be nominated for the office of Elected Vice-President.
- (b) The Elected Vice-Presidents may be elected by Council at the annual Council election meeting.
- (c) Nominations for the office of Elected Vice-President shall be delivered, by post or by hand to the Alliance's Registered Office or by electronic means (with two (2) Council Members as the proposer and seconder), to reach the Council Secretary on or before such date as the Board shall prescribe each year.
- (d) Subject to fully complying with the provisions of Article 47.2, Elected Vice-Presidents shall:
 - (i) hold office for a term of three (3) years after which he shall retire but may offer himself for re-election, except that an Elected Vice-President may hold office for a maximum of three (3) terms of three (3) years, at which point he shall retire and shall not be eligible for re-appointment until a period of four (4) years has passed since his retirement.
 - (ii) be entitled to receive notice of, attend and vote at all Council meetings and shall have such rights and privileges as Council shall from time to time prescribe.

43. FA Representative

43.1 The following provisions shall apply to the position of FA Representative:

- (a) Subject to the candidate(s) meeting any eligibility criteria required by the Football Association from time to time, Council shall elect by Ballot a Council Member or, if that Council Member is unwilling or unavailable to accept the role and there is no other suitable candidate from Council, a Member at the annual Council election meeting to be the FA Representative.
- (b) Neither (i) the Board Chair; (ii) the Chair of Council; (iii) the CEO nor (iv) any employee of the Alliance shall be eligible to serve as the FA Representative.
- (c) The election procedure shall be set out in the Election memorandum.
- (d) The person so elected shall be appointed for a three (3) year term from 1 July following their election, for a maximum of three terms of three years and upon such conditions as Council and Board thinks fit (including reporting back to Council and the Board on all matters concerning the Football Association but especially those matters which affect the Alliance).
- (e) The CEO will, on behalf of the Alliance, notify the Football Association of the details of the elected Council Member.
- (f) Any person so appointed may be removed at any time by Council.
- (g) Subject to the provisions of Articles 43(a) and 43(b), any casual vacancy arising in the office of FA Representative may be filled by Council in accordance with Article 36.

44. Honorary Officials

44.1 The following provisions shall apply to the Alliance's honorary officials:

- (a) Council shall decide at the annual Council election meeting which of its Members shall be elected by Ballot as the:
 - (i) Honorary Referees' Secretary.
 - (ii) Honorary Solicitor.
 - (iii) Honorary Treasurer.
- (b) The election procedure shall be set out in the Election memorandum.
- (c) The persons so elected shall be appointed to their respective positions for the forthcoming Playing Season upon such terms and conditions as Council thinks fit.
- (d) Any person appointed to the positions set out in 44(a)(i)-(iii) may be removed from that position at any time by a simple majority vote of Council.
- (e) In the event of a casual vacancy occurring in the positions set out in 44(a)(i)-(iii), Council shall be empowered (but not obliged) to fill the vacancy.

45. Powers of Council

45.1 Notwithstanding (i) the power of the Board to manage the affairs of the Alliance as set out in Articles 7 and 17.19 and (ii) the Board's responsibilities towards the Alliance, its Members, staff and volunteers set out in Articles 17.20-17.24, Council has the power to regulate and manage all footballing matters referred to it including (without limitation) all cup competitions under the jurisdiction of the Alliance including fair play, sportsmanship and hospitality, disciplinary, representative team selection, referees development, youth development, football development including women's and girls' football, footballing governance, facilities development, emergency and general purposes and other matters pertaining to the regulation and conduct of football in the Alliance and shall manage all matters relating to:

- (a) the criteria for Membership of the Alliance.
- (b) the sanction of competitions and matches in the Alliance and the status and registration of players.
- (c) the registration, control and development of refereeing.
- (d) the privileges of Members of Council and in particular issues of protocol, travel, seating and hospitality at matches.
- (e) the establishment of a Youth Council which, if established under the provisions of these Articles, shall have the powers set out in the Standing Orders concerning youth football in the Alliance in line with the guidance provided by the Football Association from time to time. Whilst the Youth Council shall (i) have the right to appoint a member representing young people onto the Alliance's IAG/EDI committee and (ii) have the right to consult and challenge the Council/Board on matters concerning youth football in the Alliance, in no event can the Youth Council make any decision (including any decision which purports to be binding on the Alliance) in relation to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect unless specifically authorised in writing to do so by the Board.
- (f) the composition of the committees of Council.
- (g) the appointment, re-appointment or removal of the Chair of Council and Vice Chair of Council and any other elections, appointments, or removal in respect of positions on Council.
- (h) changes to the composition of Council (subject to the provisions of the Act).

45.2 Council shall also be expected to:

- (a) consider, approve and recommend to Council Members proposed amendments to the Articles and the Rules (subject to the approval of the Board and the provisions of the Act (as applicable)).
- (b) consider, approve and recommend to Council Members any proposed amendments to the DOU (subject to Articles 45.2(g)-(h) and the provisions of the Act (as applicable)).
- (c) make or alter such regulations as are deemed necessary to provide for matters arising from or to implement the Rules in so far as any such regulation is not in conflict with any Rule.
- (d) consider and debate any current and significant issues relating to football matters where such issues relate specifically to the Alliance and/or Council's exercise of its powers.
- (e) amend and/or make Standing Orders regulating the conduct of the business of Council (subject to the approval of the Board).
- (f) receive regular reports from the Board on the exercise of the Board's powers.

PROVIDED THAT:

- (g) Council shall not have the power to make any decision (including any decision which purports to be binding on the Alliance) in relation to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect unless specifically authorised in writing to do so by the Board or the CEO (as applicable); and
- (h) Council shall not be able to override the Board, but nonetheless shall have reasonable rights to consultation and constructive challenge (including, if necessary, receiving a written report from the CEO).
- (i) the Board shall not override Council as to the regulation of football matters unless it is for a reason that the Board believes (acting reasonably at all times) affects any financial or operational matter of the Alliance.
- (j) the Board and Council shall use All Reasonable Endeavours to adhere to the DOU as to the division and delineation of responsibilities between them.

Standing Committees

- 45.3 Council may in its absolute discretion at any time amend or add to the Standing Committees and may at any time dispense with the need for any of the Standing Committees set out in these Articles. Council may also amend the name of any Standing Committee at any time.
- 45.4 Each Standing Committee appointed in accordance with these Articles shall decide which of its number shall be Chair and vice Chair and shall conduct its business in accordance with any terms of reference and standing orders approved by Council from time to time.
- 45.5 The Standing Committees shall have power to co-opt participants in football for their expertise at any time subject to approval by Council in advance or to ratification at its next meeting provided that the number of co-opted Members on each Standing Committee does not exceed the number of elected committee Members. Co-opted persons shall have full voting rights as a Standing Committee Member after such approval or ratification as a Standing Committee Member by Council.

46. Proceedings of Council

46.1 The following provisions shall apply to the proceedings of Council:

- (a) Council shall meet at least four (4) times in each Season.

- (b) Council Members are entitled to receive notice of, attend all Council meetings and subject to the provisions of these Articles are entitled to vote at such Council meetings.
- (c) At least fourteen (14) days' written notice of each Council meeting shall be given to each Council Member in accordance with provision set out in Article 49.
- (d) No business shall be transacted at any meeting unless a quorum of ten (10) Council Members is present.
- (e) The Council Secretary/Chair of Council/Vice Chair of Council shall, on the written request of any ten (10) Council Members, call a Council meeting.
- (f) The accidental omission to give notice of a Council meeting to, or the non-receipt of notice of a meeting by any Council Member shall not invalidate any resolution passed or the proceedings at that meeting.
- (g) The Council Secretary shall maintain a record of attendance at Council and Standing Committee meetings for the purpose of reporting the same to Council.
- (h) Council Members may participate in a Council meeting (or committee meeting thereof) by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall be counted in the quorum and entitled to vote. Such a meeting shall be deemed to have taken place where the largest group of those participating is assembled, or, if there is no such group, where the chair of the meeting is. Where authorised by the Chair of Council, voting on all motions may take place electronically by means of secure voting equipment.
- (i) The CEO shall receive notice of all meetings of Council and the Standing Committees and shall be entitled to attend, speak but not vote at such meetings.
- (j) Council shall always act with integrity and be transparent in its workings.

47. Membership of Council and Transfer to Associate Membership

- 47.1 A Council Member shall, upon election or appointment. have full voting rights at Council meetings.
- 47.2 A Council Member who does not attend any Council or Standing Committee meetings during a Season shall, unless Council deems otherwise, be transferred to Associate Membership, and the Council Secretary shall confirm the transfer to such Council Member by written notice.
- 47.3 An Associate Member of Council:
 - (a) shall be entitled to notice of, receive documents in connection with, attend and speak at Council meetings.
 - (b) shall not be included in any calculation of the quorum for Council meetings.
 - (c) shall not be entitled to vote at Council meetings.
 - (d) shall not hold any office under Article 40 other than Past President, Life Vice-President, Elected Vice-President or Life Member.
 - (e) may be co-opted to Council Committees in accordance with Article 36.
 - (f) may, if Council decides at any Council meeting, be restored to Membership with full voting rights.
 - (g) shall not be counted as one of the maximum number that may subsist at any time of thirty (30) Life Vice-Presidents under Article 41 or twelve (12) Elected Vice-Presidents under Article 42.

48. Council Fellowship

48.1 The following provisions shall apply to nomination for, and election to, Council's Fellowship:

- (a) Following their removal or retirement from Council, former Council Members may become entitled to join the Council's Fellowship. Subject to the fulfilment of the criteria set out in this Article 48, membership of the Council's Fellowship is a titular position, conferred in acknowledgement of the contribution made to the Alliance by former Council Members and any non-Council Members.
- (b) Election to the Council's Fellowship is by nomination only. There is no limit on the number of nominated candidates in any year but there shall be a maximum of fifty (50) Council Fellows at any time.
- (c) Each candidate for Fellowship must have made an outstanding contribution to the Alliance over a significant period.
- (d) Candidates for Fellowship shall be nominated by two (2) Members of Council on the prescribed form (**Nomination Form**).
- (e) The Nomination Form must include a statement of the principal grounds on which the nomination is being made and shall be available for inspection by other Council Members. The completed Nomination Form must be sent to the Council Secretary by the end of February in each year.
- (f) The proposers are responsible for informing the candidate that they have been nominated and ensuring, (in consultation with the candidate), that all information relevant to the nomination is up to date.
- (g) The final list shall be approved by Council's Welfare Committee in March/April with confirmation of the successful candidates being announced shortly thereafter.
- (h) Successful candidates shall be admitted to the Council Fellowship at the Admissions ceremony at the AFA Senior Cup Final or such other suitable event when they shall be presented with a commemorative memento. They shall be formally ratified at the annual Council election meeting.
- (i) For the avoidance of doubt, Fellows shall not be entitled to receive notice of, attend or vote at Council meetings **unless** they have fully and unconditionally complied with the provisions of Article 36(j) together with any other requirements reasonably made of them by the Chair of Council.

ADMINISTRATIVE ARRANGEMENTS

49. Communications

49.1 The Alliance may deliver a notice or other document to a Member:

- (a) by delivering it by hand to the address recorded for the Member in the register of Members.
- (b) by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address recorded for the Member in the register of Members.
- (c) by electronic mail to an address notified by the Member in writing.
- (d) by a website, the address of which shall be notified to the Member in writing.

49.2 This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

- 49.3 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 49.4 If a notice or document is sent:
- (a) by post or other delivery service in accordance with article 49.1(b), it is treated as being delivered:
 - (i) twenty-four (24) hours after it was posted, if first class post was used; or
 - (ii) seventy-two (72) hours after it was posted or given to delivery agents, if first class post was not used;

PROVIDED it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

- (iii) properly addressed; and
 - (iv) put into the post system or given to delivery agents with postage or delivery paid.
- (b) by electronic mail, it is treated as being delivered at the time it was sent.
- (c) by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 49.5 For the purposes of this Article, no account shall be taken of any part of a day that is not a business day.

Consultation

- 49.6 The Alliance will undertake an annual staff survey and report the results to the Board and staff. The Alliance shall also make the top line data available to the Football Association to collate the results for the purpose of developing a greater understanding of the County Football Association workforce.

50. Appointment/Remuneration of Board Secretary/Company Secretary/Council Secretary

- 50.1 Subject to the provisions of the Act (and prior approval by the Board), the Board/Company/Council Secretary shall be appointed by the Board Chair and Chair of Council (as applicable) for such term, on such remuneration, and upon such conditions as the Board/Council (as applicable) think fit. Any Board/Company/Council Secretary so appointed may be removed by the Board/Council (as applicable) at their sole discretion.
- 50.2 Should any vacancy arise in the role(s) of Board/Company/Council Secretary, the Board/Council (as applicable) shall be empowered to fill such vacancy with a suitable replacement as soon as reasonably practicable.

51. Records And Accounts

- 51.1 The Board shall
- (a) be responsible for ensuring that it and the Alliance have the relevant competence and qualifications in financial matters and
 - (b) cause proper and adequate books of account to be kept of all receipts, credits, payments, assets and liabilities of the Alliance, and of all other matters necessary for showing the true financial state and condition of the Alliance, and these accounts shall be kept in such books and in such manner as the Auditors and/or Independent Examiner think fit, and, furthermore, shall:
 - (i) comply with the relevant provisions of the Act and recognised accounting standards.

(ii) give specific disclosure of income received from public investors or the Football Association.

(iii) clearly account for the expenditure of such funding.

(iv) be audited (unless otherwise agreed by the Football Association).

(v) be published on the Alliance's website.

51.2 The Board shall actively plan and regularly monitor the financial position and performance of the Alliance which shall include (but not limited to):

(a) the establishment of an annual budget and review of the management accounts.

(b) a regular review of updated cash flow forecasts; and

(c) a regular review of financial risks and mitigations.

(d) maintaining risk management and internal control systems, which are regularly reviewed and monitored to ensure they are effective and provide reasonable assurance.

51.3 Proper and adequate books shall not be deemed to be kept and/or deemed sufficient if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Alliance, to show and explain its transactions and to disclose with reasonable accuracy, the financial position of the Alliance at any time.

51.4 The books of account shall be kept at the Registered Office of the Alliance, or subject to section 388 of the Act, at such other place or places as the Directors shall think fit and shall always be open to the inspection of any Director.

51.5 The Alliance must, pursuant to section 423 of the Act, send, supply or make available a copy of its annual accounts and reports for each financial year to

(a) every Member.

(b) every holder of the Alliance's debentures; and

(c) every person who is entitled to receive notice of general meetings.

Copies need not be sent to a person for whom the Alliance does not have a current address as defined in section 423 of the Act.

51.6 The requirements of Article 51.5 shall be deemed satisfied in relation to any Member by sending to such Member, where permitted by the Act, a summary financial statement derived from the Company's annual accounts and the report of the Directors and prepared in the form and containing the information prescribed by the Act and any regulations made thereunder.

51.7 The Alliance must, pursuant to section 424 of the Act, comply with the obligations set out at Articles 51.5 and 51.6 not later than

(a) the end of the period for filing accounts and reports to the Registrar of Companies; or

(b) if earlier, the date on which the Alliance delivers its accounts to the Registrar of Companies.

51.7 No Member (other than a Director) shall have any right to inspect any accounting record or other document of the Alliance unless they are authorised to do so by law, by order of a court of competent jurisdiction, by the Board or by ordinary resolution of the Alliance.

51.8 The Board shall procure that each of those documents referred to in Articles 51.5 and 51.6 above shall at the same time as they are sent, supplied or made available to Members be sent, supplied or made available to the members of Council and, where possible, laid before a meeting of Council.

52. Audit

52.1 In respect of each financial year, a copy of:

- (a) the Alliance's annual accounts.
- (b) the strategic report (if applicable).
- (c) the Directors' report; and
- (d) the Independent Examiner's or Auditor's report on the annual accounts,

shall be sent or supplied to:

- (i) every Member (whether or not entitled to receive notices of general meetings); and
- (ii) every other person who is entitled to receive notice of general meetings,

not less than fourteen (14) Clear Days before the date of the meeting at which copies of those documents are to be laid in accordance with the Act.

53. Winding Up

On the winding-up or dissolution of the Alliance, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Alliance. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Directors at or before the time of winding up or dissolution.

54. Liability of Members

Each Member undertakes that, if the Alliance is wound up while he is a Member, or within one year after he ceases to be a Member, he will contribute an amount to the assets of the Alliance as may be required for:

- (a) payment of the Alliance's debts and liabilities contracted before he ceases to be a Member.
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves,

provided that such amount shall not in aggregate exceed ten pounds (£10).

55. Alteration of Articles

- (a) Any proposal to alter the Articles requires a special resolution or to wind-up the Alliance shall require the approval of the Alliance in general meeting and the same may be passed or approved by a resolution of the Alliance passed by a majority of not less than three-quarters (3/4) of the Members of the Alliance for the time being entitled to vote who may be present in person in accordance with the Act and (in the case of a winding-up) in accordance with the provisions of the Insolvency Act 1986 (as amended from time to time).
- (b) Notwithstanding any other provision of these Articles, all proposals to alter the Articles shall not be put to a general meeting of Members or the AGM until there has been sufficient consultation with Members, Council and the Board.
- (c) The Football Association shall, if invited by the Directors to the meeting, have all the rights of Members of the Alliance in relation to receiving notice of and attending and speaking at general meetings but shall have no right to vote at general meetings.

56. Rules

The Alliance, Directors and the Members shall be bound by and subject to and shall act in accordance with the Rules and the Rules of the Football Association (as amended from time to time) and any regulations, standing orders, decisions, rulings or other findings or orders of any nature made pursuant to these Rules or the Rules of the Football Association. In the case of any difference between provisions under these Articles, the Rules and the Rules of the Football Association and any provisions made pursuant to them shall take precedence.

57. Alterations of Rules and Regulations

- (a) Subject to the provisions of Articles 17, 45 and the Declaration of Understanding, the Board may from time to time make (and amend/vary) such Rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Alliance,

PROVIDED THAT any amendments/variations/revisions to the Rules:

- (i) do not interfere with, encroach upon, or disregard Council's powers under Article 45 and the provisions of the Declaration of Understanding.
 - (ii) are only made after sufficient consultation with Council.
- (b) The Directors shall adopt such means as they think sufficient to bring the amended/varied Rules to the notice of the Members and said Rules shall be binding on all Members provided that no Rule shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.
- (c) Any amended/varied Rules made pursuant to Articles 57(a) and 57(b) must be consistent with, and subject to, the provisions of the Declaration of Understanding, these Articles and the Rules of the Football Association.

58. Directors and Council Members' Expenses

Subject to:

- (i) prior written consent being granted by the CEO or deputy CEO (such consent not to be unreasonably conditioned, delayed or withheld); and
- (ii) the production of satisfactory documentary evidence,

Directors and Council Members shall be entitled to claim all reasonable expenses properly incurred by them in or about the performance of their duties as a Director or Council Member, including any expenses incurred in attending Board or Council meetings (including, but not limited to, attendance in an official capacity at AFA Representative Matches, the AFA Senior Cup Semi-Finals and all AFA Cup Finals).