

THE NATIONAL GAME BOARD

A Committee of the Board of Directors of The Football Association
(UK Registered Number: 00077797)

Wembley Stadium, PO Box 1966, HA9 0WS

TERMS OF REFERENCE FOR THE OPERATION OF THE NATIONAL GAME BOARD

1 INTRODUCTION

- 1.1 Pursuant to the Articles of Association (the “**Articles**”) of The Football Association (“**The Association**”), the Board of Directors of The Association (the “**FA Board**”) has resolved to establish a committee of the FA Board to be known as the National Game Board (the “**NGB**”) which will perform on behalf of the FA Board certain delegated functions in relation to the National Game in accordance with the Laws of the Game (each as defined in the Articles). The FA Board has, with the authority of the Articles provided for the due discharge by the NGB of the functions referred to above, in accordance with these terms of reference (“**Terms**”).
- 1.2 Unless otherwise defined in these Terms, words and expressions shall have the same meaning as set out in the Articles, as amended from time to time.

2 DEFINITIONS

In these Terms:

“**Budget**” means the operating budget for The Association, together with any forecasts, as approved by the FA Board from time to time;

“**Committee Members**” means those persons appointed or elected from time to time to the NGB in accordance with Clause 4.1;

“**Committee Secretary**” means the Director of Football Services and Director of National Game and Women’s Football, or any person on his behalf appointed by the NGB from time to time to act as the secretary of the NGB;

“**Competitions Committees Member**” means any person appointed as a representative of the committees representing the Competitions known as “The FA Trophy”, “The FA Vase”, and “The FA Sunday Cup” in accordance with Clause 4.1.2;

“**Council Committee Members**” means those persons who are elected in accordance with Clause 4.1.4;

“**Director of Football Services and Director of National Game and Women’s Football**” means executive officers engaged by The Association and appointed by the FA Board, with the approval of the NGB, to act as dedicated senior officers of the NGB;

“**Effective Date**” means [29th May 2007];

“**NG Board Committee Members**” means those persons appointed in accordance with Clause 4.1.1;

“**NGB Chairman**” means the chairman of the NGB, as appointed from time to time in accordance with Clause 7;

“**NGB Deputy Chairman**” means the deputy chairman of the NGB, as appointed from time to time in accordance with Clause 7;

“**National Game Distributions**” means that part of Distributable Surplus that shall have been allocated by the FA Board as distributions to the National Game, in accordance with the Funding Formula;

“**Schools’ Committee Member**” means any person appointed in accordance with Clause 4.1.3.

3 ESTABLISHMENT AND PURPOSE

- 3.1 The NGB is established as a committee of the FA Board and the FA Board delegates to the NGB power to undertake the following functions, subject always to Clause 4.3 of these Terms:
- 3.1.1 making recommendations to, and implementing and monitoring policies set by, the FA Board, in relation to the promotion and raising of standards of participation in all forms of association football at all levels within the National Game, including, but without limitation, men's football at 11-a side levels, small-sided football, futsal, youth football, schools football and disability football;
 - 3.1.2 making recommendations to, and implementing and monitoring policies set by, the FA Board, in relation to the raising of standards in the way that the game of association football is administered, governed and organised in the National Game, by leagues, County Associations and Other Football Associations;
 - 3.1.3 making decisions on the allocation and disbursement of the National Game Distributions and the implementing and monitoring on behalf of the FA Board of any conditions attached by the FA Board to the National Game Distributions;
 - 3.1.4 liaising and consulting with the FA Board in its consideration from time to time of the Budget in accordance with the Funding Formula, to the extent that the same affects the National Game Distributions;
 - 3.1.5 making recommendations to the FA Board of the annual fixture schedule as the same relates to the National Game, PROVIDED ALWAYS THAT the final decision on the annual fixture schedule shall remain with and be reserved to the FA Board;
 - 3.1.6 making recommendations to the FA Board on the policy that the FA Board shall adopt in relation to FIFA, UEFA, other football associations' and confederations' policies and having discussions as the same may affect or impact upon the National Game, and making recommendations to the FA Board on the persons that the FA Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the National Game;
 - 3.1.7 implementing and monitoring policies set by the FA Board relating to the development of players, and coaches in the National Game including the disbursement of funds allocated by the FA Board to such issues;
 - 3.1.8 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues insofar as they affect the National Game;
 - 3.1.9 liaising and consulting with and making recommendations to the FA Board or any matters relating to the National Game debated by the FA Board where the FA Board has asked for advice on behalf of the National Game;
 - 3.1.10 appointing members of and delegating the appropriate power to, and operating the following sub-committees and other bodies;
 - (i) the National Game Finance Committee;
 - (ii) the Football Development Committee;
 - (iii) the Small-Sided Football Committee;
 - (iv) the County Planning, Training and Administration Committee;
 - (v) the FA Trophy Committee;
 - (vi) the FA Vase Committee;
 - (vii) the FA Sunday Cup Committee;
 - (viii) the Facilities Committee;
 - (ix) the League Finance Committee; and
 - (x) the Disability Football Committee.

- 3.1.11 appointing, where appropriate, National Game Representatives to the Football Regulatory Authority; and
 - 3.1.12 such other responsibilities and activities as the FA Board may from time to time decide.
- 3.2 The Association will disband its existing committees and bodies which, prior to the Effective Date, have the same functions as those listed in Clause 3.1.10 (if any), and as at the Effective Date, their respective functions will be transferred to the NGB and its subcommittees, as appropriate.

4 MANAGEMENT

- 4.1 Subject to Clause 5 below, the Committee Members of the NGB shall comprise:
- 4.1.1 the NG Board Committee Members, who are the National Game Representatives elected to the FA Board from time to time in accordance with the Articles;
 - 4.1.2 the Competitions Committees Member, who is appointed in writing by the FA Trophy Committee, the FA Vase Committee and the FA Sunday Cup Committee, when and if so established by the NGB (the "FA Competition Committees"), acting jointly for the purpose of making such appointment. Where they are unable to agree, the FA Board shall determine who shall act as the Competitions Committee Member;
 - 4.1.3 the Schools' Committee Member, who is appointed in writing by both The English Schools' Football Association and The Independent Schools' Football Association from time to time, acting jointly for the purpose of making such appointment. Where they are unable to agree, the FA Board shall determine who shall act as the Schools' Committee Member; and
 - 4.1.4 eight (8) Council Committee Members, who are elected by Council from the National Game Representatives from time to time in accordance with the Articles.
- 4.2 The following shall be entitled to receive notice of, attend and speak at meetings of the NGB but shall not be entitled to vote on any matters at such meetings:
- 4.2.1 the Chairman of The Association;
 - 4.2.2 the Chief Executive of The Association;
 - 4.2.3 the senior financial officer of The Association;
 - 4.2.4 the Company Secretary of The Association;
 - 4.2.5 the Director of Football Services; and
 - 4.2.6 the Director of National Game and Women's Football.
- 4.3 Subject to Clause 8 of these Terms, the Committee Members may exercise all such powers of the NGB, and do on behalf of the NGB all such acts as may be exercised and done by the NGB, and as are not by statute or by the FA Board or these Terms required to be exercised or done by Council, the shareholders of The Association or the FA Board or in some other manner, PROVIDED NEVERTHELESS THAT the NGB may do nothing which contravenes or is inconsistent with: (i) any policy or decision of the FA Board; (ii) the Budget; (iii) the Funding Formula; (iv) the National Game Distributions (and any conditions attached by the FA Board thereto); or (v) any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or any other rules and regulations of The Association, FIFA and/or UEFA in force from time to time or any other agreement entered into by The Association with the agreement of the FA Board or under a general power delegated by the FA Board.
- 4.4 The Committee Members for the time being may act notwithstanding any vacancy in their number but, if there are fewer than the number fixed as the quorum, the continuing

Committee Members or Committee Member may act only for the purpose of procuring that vacancies are filled.

- 4.5 In addition, and without prejudice to any other powers hereby or by law conferred on the NGB, the NGB may from time to time and for such period and to such extent and generally on such terms as the Committee Members shall think fit, delegate to any Committee Member or Committee Members and/or any other employee of The Association engaged in or in connection with the management, administration, organisation and conduct of the affairs of the NGB, (including, for the avoidance of doubt, the Director of Football Services and Director of National Game and Women's Football) any powers and duties of the NGB as may be reasonable.
- 4.6 Each Committee Member may be paid an attendance allowance in respect of his attendance at meetings of the Committee Members at the level determined by the FA Board, together with reimbursement of out-of-pocket expenses.

5 APPOINTMENT, RETIREMENT, DISQUALIFICATION AND REMOVAL OF COMMITTEE MEMBERS

- 5.1 Subject to Clauses 5.2 and 5.3, the terms of office of each of the Committee Members is as follows:
- 5.1.1 NG Board Committee Members shall each hold office for so long as they are elected to the FA Board;
 - 5.1.2 the terms of office of the Council Committee Members are as set out in the Articles. For the avoidance of doubt, as on the Effective Date, the terms of office of each of the Council Committee Members shall continue as they were prior to the Effective Date and shall not be considered interrupted for the purposes of determining who is due to retire and when;
 - 5.1.3 the Schools' Committee Member shall hold office for so long as the English Schools' Football Association and the Independent Schools' Football Association acting jointly decide. Where there is no agreement, the FA Board shall determine when such person is to retire; and
 - 5.1.4 the Competition Committee Member shall hold office for so long as the FA Competition Committees acting jointly decide. Where there is no agreement, the FA Board shall determine when such person is to retire.
- 5.2 Any provisions relating to the appointment and retirement of a Committee Member are as set out in the Articles PROVIDED THAT no person is appointed as a Committee Member:
- 5.2.1 unless he has attained the age of 18 years; or
 - 5.2.2 in circumstances such that, had he already been a Committee Member, he would have been disqualified from acting under the provisions of Clause 5.3.
- 5.3 Any provisions relating to the disqualification and removal of a Committee Member shall be as set out in the Articles and furthermore, the office of a Committee Member shall be vacated if:
- 5.3.1 the Committee Members resolve that he shall be removed as a Committee Member; or
 - 5.3.2 by notice in writing to the FA Board, he resigns from the NGB; or
 - 5.3.3 being a NG Board Committee Member, he is removed from or vacates his office as a National Game Representative on the FA Board; or
 - 5.3.4 being a Council Committee Member, he is removed from or vacates his office as a National Game Representative; or

- 5.3.5 being a Competitions Committees Member, he is removed in writing by a joint decision of the FA Competition Committees, or where appropriate, the FA Board; or
- 5.3.6 being a Schools' Committee Member, he is removed in writing by a joint decision of The English Schools' Football Association and The Independent Schools' Football Association, or where appropriate, the FA Board; or
- 5.3.7 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 5.3.8 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
- 5.3.9 he is absent from three consecutive meetings of the NGB without the consent of the NGB Chairman and the FA Board resolves that he should cease to hold office; or
- 5.3.10 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
- 5.3.11 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
- 5.3.12 he is subject of a decision of The Association, UEFA or FIFA that he 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); or
- 5.3.13 he has attained the age of seventy years, save that a serving Committee Member shall retire at the end of his term of office after attaining the age of seventy years.

6 PROCEEDINGS OF THE NGB

- 6.1 The NGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held ideally once per month and at least six times during every calendar year. Unless otherwise determined in writing by the FA Board, a minimum of eight Committee Members shall be a quorum, which must comprise at least two NG Board Committee Members and two Council Committee Members and either the NGB Chairman or the NGB Deputy Chairman must be present in person. Questions arising at any meeting shall be decided by a majority of votes and in cases of equality of votes, the chairman of the meeting shall have a second or casting vote.
- 6.2 On the written request of either the NGB Chairman or two Committee Members, the Committee Secretary shall, at any time, summon a meeting of the NGB by written notice served upon all Committee Members.
- 6.3 A meeting of the NGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the NGB generally under these Terms.
- 6.4 The NGB may delegate any of its powers to committees consisting of such Committee Member or Committee Members or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the NGB. The meetings and proceedings of any such committee shall be governed by regulations made by the NGB (if any).
- 6.5 All acts bona fide done by any meeting of the NGB or of any committee of the NGB, or by any person acting as a member of the NGB or a committee thereof, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance

in office of any such person 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 Committee Member or member of the committee as the case may be.

- 6.6 All or any of the Committee Members or of the members of any committee of the NGB may participate in a meeting of the NGB or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 6.7 The NGB shall cause proper minutes to be made of all appointments made by the NGB and of the proceedings of all meetings of the NGB and of committees of the NGB, and all business transacted at such meetings, which minutes shall be made available to the FA Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The NGB shall make available to Council the minutes of any such meetings which shall inform Council of the matters deliberated at any such meetings and any decisions taken, but the NGB Chairman shall be able to determine if any matters need not be summarised to Council due to confidentiality, commercial sensitivity or by reason of law or statute.
- 6.8 A resolution in writing signed by all the Committee Members or by all the members for the time being of any committee of the NGB who are entitled to receive notice of a meeting of the NGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the NGB or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more Committee Members or members of the committee as the case may be.

7 NGB CHAIRMAN

- 7.1 The NGB Chairman shall be appointed by and from among the Committee Members for a term of one year. Upon expiry of his first period of office, he shall be eligible for reappointment for further terms of one year each. For the avoidance of doubt, the entirety of this Clause 7.1 is subject to Clause 7.2 below.
- 7.2 The NGB Chairman shall cease to hold such appointment forthwith upon ceasing to be a Committee Member.
- 7.3 The Committee Members may at any other time appoint a person to be the NGB Chairman from among the Committee Members in order to fill a vacancy arising. Any such NGB Chairman appointed in accordance with this Clause 7.3 is to retire at the time the vacating NGB Chairman would otherwise have retired, subject to Clause 7.2 above.
- 7.4 The NGB Deputy Chairman shall be appointed by and from among the Committee Members for a term of one year. Upon expiry of his first period of office, he shall be eligible for re-appointment for further terms of one year each, PROVIDED THAT he shall cease to hold such appointment forthwith upon ceasing to be a Committee Member.
- 7.5 The NGB Chairman shall preside as chairman at all meetings of the Committee Members at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, the NGB Deputy Chairman shall preside, and if he is not present at that time or is unwilling to preside, those Committee Members present shall choose one of the other Committee Members to preside at that meeting.

8 RESTRICTIONS

The NGB will not authorise or commit The Association to expenditure in excess of the National Game Distributions, nor borrow from any source nor pledge nor grant any security or right over any of the assets of The Association to any third party, without the prior written consent of the FA Board.

9 AMENDMENT

These Terms shall not be amended in any way save with the prior written agreement of the FA Board. Any amendment made pursuant to this Clause 9 shall be binding on the Committee Members, all employees of The Association, all members of any subcommittees of the NGB and any others acting in any capacity for the NGB whatsoever, with immediate effect.