

**Company No – 03975817**

#### SEASON 2020/21

**Memorandum and**

**Articles of Association of**

# Hampshire Football Association Limited

**MEMORANDUM OF ASSOCIATION OF**

**HAMPSHIRE FOOTBALL ASSOCIATION LIMITED**

1. The name of the Company is "Hampshire Football Association Limited", referred to in this Memorandum of Association as "the Association". Unless stated to the contrary within this document, words and expressions shall have the same meaning as set out in the Articles of the Association.

2. The registered office of the Association is to be situated in England.

3. The objects for which the Association is established are:

(1) to acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the present unincorporated association known as Hampshire Football Association and to indemnify Hampshire Football Association, its officers, members, members of its Board(s) and any committees and its employees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of Hampshire Football Association and in respect of all liabilities, obligations and commitments (whether legally binding or not) of Hampshire Football Association and also in respect of the costs and expenses and outgoings arising from or attributable to the transfer of assets and undertaking;

(2) to promote, foster, develop and support the game of Association Football ("the 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 abuses;

(3) to make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of the game or otherwise within the county boundaries of Hampshire and the Isle of Wight (as defined on 31 March 1974) or such other area as shall be determined from time to time by The Football Association Limited ("the County"), and to take all such steps as shall be thought necessary or advisable for enforcing such rules, regulations, bye-laws and conditions;

(4) 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;

(5) 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;

(6) to maintain, continue and provide for the affiliation and registration of competitions, clubs and other organisations for promoting or playing the game, and to take over and continue any present registers of such kept by Hampshire Football Association;

(7) to maintain, continue and provide for the affiliation and registration of players, referees, coaches and others involved in the game and to take over and continue any present registers of such as kept by Hampshire Football Association;

(8) to take over and continue with such variations as from time to time may be decided all the rules, registers, books, accounts, regulations, bye-laws, conditions and other documents of Hampshire Football Association;

(9) 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 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;

(10) to accept, take over, or otherwise acquire all cups, shields and other prizes of or relating to Hampshire Football Association and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution or loan of or other dealing with all or any of the same;

(11) to provide for representation at general meetings and on the Council of The Football Association Limited of persons involved in the game within the County by such means and in such manner as shall be determined from time to time under the rules, regulations or bye-laws, conditions or articles of the Association;

(12) to provide for, make and vary all such rules, regulations and bye-laws as they relate to persons involved in the game in the County from time to time;

(13) 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 Limited) or the rules, regulations, conditions or bye-laws of the Association or of The Football Association Limited, 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 Association 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;

(14) to co-operate with or assist any association or club or competition or other person involved in the game in any way which the Association shall think proper, and to enter into or adopt any agreement or arrangements with such;

(15) to co-operate with The Football Association Limited in all matters relating to the game, including compliance with the Rules of The Football Association Limited and the rules and regulations of any body to which The Football Association Limited is affiliated;

(16) to adopt and carry out all such rules and regulations, conditions, bye-laws, agreements and arrangements of The Football Association Limited, 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;

(17) to acquire, lay out, improve, hold, use or turn to account in any way football grounds or other athletic or sports grounds, together with pavilions, buildings, erections and easements, facilities and all fixtures, fittings and accessories as shall be thought advisable;

(18) to print and publish any newspapers, periodicals, books, articles or leaflets including electronic versions thereof;

(19) to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons whether on a full-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Association;

(20) to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;

(21) to undertake and execute charitable trusts and to act as trustee for any association, competition, club or other organisation, and as such trustee to hold any real or personal property upon such trusts and with and subject to such powers and provisions as shall be thought fit;

(22) to subscribe out of the funds of the Association to any fund, company, society, club or institution, charitable or otherwise, and in such manner as shall be thought fit;

(23) to amalgamate or co-operate with any companies, institutions, societies, associations, clubs or other bodies having all or any of their objects similar to or compatible with any of the objects of the Association;

(24) to carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or association) as may directly or indirectly advance the interests of the Association and to subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any company or undertaking;

(25) to carry on any other trade or business which can be advantageously carried on in connection with or ancillary to any of the above-mentioned businesses or as may directly or indirectly advance the interests of the Association;

(26) to apply for, purchase or otherwise acquire, protect, maintain and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the intellectual property rights or information so acquired and to experiment with any such rights which the Association may propose to acquire;

(27) to invest and deal with the moneys of the Association not immediately required in any manner and hold and deal with any investment so made and to delegate the exercise of this power upon such terms and with such remuneration as the Association shall think fit to professional investment managers;

(28) to pay or to provide or to make such arrangements for providing such gratuities, pensions, benefits, loans, compensations or other awards or benefits, and to establish, support, subsidise and subscribe to any institutions, associations, clubs, schemes, funds or trusts, whether to or for the benefit of present employees of the Association or of Hampshire Football Association or of any association which is a subsidiary association of the Association or is allied to or associated with or affiliated to or in membership of the Association or with any such subsidiary association, or to or for the benefit of persons presently or formerly involved in the game as a player or referee or assistant referee or otherwise, or to or for or for the benefit of persons who are or were related to or connected with or dependants of any such persons, or otherwise as may be thought directly or indirectly to advance the interests of the Association;

(29) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments and to operate bank accounts;

(30) to act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co-operation, joint venture or otherwise) with other persons or associations as may be thought to advance the interests of the Association and to vest any property of the Association in any person or association on behalf of the Association and with or without any declaration of trust in favour of the Association;

(31) to apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling the Association to carry any of its objects into effect or for extending any of the powers of the Association or for effecting any modification of the constitution of the Association or for any other purpose which may be thought expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Association;

(32) to sell, lease, mortgage, dispose of, grant rights over or otherwise deal with the whole or any part of the undertaking, property or assets of the Association on such terms as may be thought fit and to execute any document and do all such acts and things which may be needed for the efficient management, development and administration of such property and assets;

(33) to pay for any rights or property acquired by the Association and to remunerate any person or association, whether by cash payment or by any other method that may be thought fit;

(34) to establish or promote associations and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, hold, dispose of and deal with, and guarantee the payment of interest, dividends and capital on all or any of the shares, debentures, debenture stock or other securities or obligations of any association, company or undertaking and to pay or provide for brokerage, commission and underwriting in respect of any such issue on such terms as may be thought fit;

(35) to co-ordinate, finance and manage all or any part of the operations of any association which is a subsidiary association of or otherwise under the control of the Association and generally to carry on the business of a holding Association;

(36) to carry on through any subsidiary or associated association any activities which the Association is authorised to carry on and to make any arrangements whatsoever with such association (including any arrangements for taking the profits or bearing the losses of any such activities) as may be thought fit;

(37) to raise or borrow money for the objects of the Association in such manner as may be thought fit and to receive deposits and to mortgage, charge, pledge or give liens or other security over the whole or any part of the Association's undertaking, property and assets (whether present or future), for such purposes and in such circumstances and on such terms and conditions as may be thought fit;

(38) to lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured, whether in respect of its own obligations or those of some other person or association, in such circumstances and on such terms and conditions as may be thought fit;

(39) to effect insurances against risk of loss to the Association, or against risk or accident to any servants of the Association in the course of their employment by the Association or to any persons while participating in any way in the game or in connection with promoting, fostering or developing the game, and to pay premiums on any such insurance;

(40) to pay out of funds of the Association or agree to pay all or any of the promotion, formation and registration expenses of the Association;

(41) to make any donations in cash or assets or establish or aid in the establishment of or contribute to or support any public, general, political, charitable, benevolent or useful object which is thought to be in the interests of the Association or its members to contribute to or to support;

(42) to do all or any of the things stated in this Clause 3 within the boundaries of the County whether as principal, agent or trustee or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise;

(43) to do all such other things as shall be thought fit to further the interests of the Association or to be incidental or conducive to the attainment of all or any of the objects stated in this Clause 3.

4. The objects stated in each part of Clause 3 shall not be restrictively construed but shall be given the widest interpretation. In Clause 3, the word "association" shall, except where used to refer to the Association, mean any partnership or other body or person, whether corporate or unincorporated, and whether domiciled in the United Kingdom or elsewhere. Except where the context expressly so requires, none of the sub-clauses of Clause 3, or the objects stated in Clause 3, or the powers conferred by Clause 3, shall be limited by, or be deemed subsidiary or auxiliary to, any other sub-clause of Clause 3, or any other object stated in Clause 3 or any other power conferred by Clause 3.

5. The liability of the members is limited.

6. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to the members of the Association save that the provisions of Clause 8 of this Memorandum shall apply on the winding-up or dissolution of the Association. Provided that nothing herein shall prevent any payment in good faith by the Association:

(a) of reasonable and proper remuneration to any director, member, officer, servant or consultant of the Association for any services rendered to the Association and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such director, member, officer, servant or consultant of the Association;

(b) to any director who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other directors to act in that capacity on behalf of the Association;

(c) of interest on money lent by a member of the Association or its directors at a commercial rate of interest;

 (d) to any director of reasonable and proper out-of-pocket expenses;

(e) of reasonable and proper rent for premises demised or let by any member of the Association or by any director;

(f) of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Association.

7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £10) to the Association's assets if it should be wound-up while he is a member or within one year after he ceases to be a member, for payment of the Association's debts and liabilities contracted before he ceases to be a member, and the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributors among themselves.

8. If upon the winding-up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall be paid to or distributed among the members of the Association equally.

**ARTICLES OF ASSOCIATION OF**

**HAMPSHIRE FOOTBALL ASSOCIATION LIMITED**

Interpretation

1. model articles of association for a private company limited by guarantee set out in Schedule 2 of the Companies Act 2006 (Model Articles Regulations 2008 (SI2008/3229) and any amendment or replacement from time to time shall not apply to the Association but the regulations contained in the following clauses (as originally adopted or from time to time altered by Special Resolution) shall be the Articles.

2. In these Articles:

"the Act"

means the Companies Act 2006 (as defined in section 2 of the Companies Act 2006) in so far as they apply to the company;

"Affiliated Club"

means a football club which the Association has accepted may affiliate to the Association as an Associate Member;

"Affiliated League"

means a league of Affiliated Clubs which the Association has accepted may affiliate to the Association;

"Area"

means such geographical area of the County as is determined from time to time by the Association;

"Armed Forces FAs"

means the Hampshire divisions of each of the Royal Navy Football Association, the Royal Air Force Football Association and Army Football Association respectively;

"Articles"

means these Articles of Association;

"Associate Member"

means an Affiliated Club or other person who the Association has resolved may be an associate member of the Association;

"Association"

means Hampshire Football Association Limited;

“Bankruptcy”

Includes individual insolvency proceedings in a jurisdiction other than England and Wales or

Northern Ireland which have an effect similar to that of bankruptcy;

"Chairman"

means the chairman of the Association appointed from time to time in accordance with Article 40;

"Chief Executive"

means the person appointed from time to time to be the Chief Executive for the Association appointed in accordance with Article 92;

"Clear Days"

in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"Competition"

means a competition of Affiliated Clubs which the Association has accepted may affiliate to the Association;

"County"

means the area described in Article 108 (b);

"Deputy Chairman"

means the person appointed from time to time to be the deputy chairman of the Association in accordance with Article 40;

"the Board of Directors"

means the Board of directors of this Association for the purposes of the Act as appointed from time to time under these Articles;

“Director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

"Divisional Football Association"

means an association of Affiliated Clubs within their respective geographical area which the Association has accepted may affiliate to the Association;

“Document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“Electronic Form” has the meaning given in section 1168 of the Companies Act 2006;

"Executed"

includes any mode of execution;

"FA Representative"

means the person appointed from time to time in accordance with Article 42 to be the Association's representative at The Football Association under the Articles of The Football Association;

“Finance Director”

means the person appointed from time to time to be the treasurer of the Association in accordance with Article 40;

"The Football Association"

means The Football Association Limited of Wembley Stadium, Wembley, London, HA9 0WS;

“the Football Management Board”

means the Football Management Board of this Association assigned to manage domestic football matters of this Association;

“Honorary Life Members”

means the persons appointed to be the honorary life members of the Association in accordance with Article 41;

"Honorary Solicitor"

means the individual appointed from time to time by the directors to be the honorary solicitor in accordance with Article 58;

"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 Vice-Presidents"

means the persons appointed to be the life vice-presidents of the Association in accordance with Article 41;

"Members"

means those Life Vice Presidents, Board of Directors, Football Management Board, Divisional Football Associations, Affiliated Leagues, Competitions, Senior Clubs, Associate Members and individuals admitted into membership of the Association in accordance with Article 3;

"Membership Rules"

means the membership rules of the Association created and amended from time to time pursuant to Article 6;

"Office"

means the registered office of the Association;

“Officers”

means those persons elected from time to time to the positions of President, Chairman, Deputy Chairman, Finance Director and Chief Executive as defined in Article 40;

"President"

means the person elected from time to time to be the president of the Association in accordance with Article 40;

 "Rules"

means the rules, regulations, standing orders and byelaws of the Association as amended from time to time;

"Rules of The Football Association"

means the rules of The Football Association as amended from time to time;

"Seal"

means the common seal of the Association;

“Selection Panel”

means the selection panel appointed by the Board of Directors to recommend the election of Officers and consider the election of members to the Board of Directors, Football Management Board, standing committees and sub-groups;

"Senior Club"

means a football club which the directors have designated as being a Senior Club and which the Association has accepted may affiliate to the Association;

"Standing Committees"

means the standing committees of the Football Management Board created in accordance with Article 45 as amended from time to time in accordance with Article 46;

“Subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

"United Kingdom"

means Great Britain and Northern Ireland.

“Writing” means representation or reproduction of words, symbols or other information in a visible

form by any method or combination of methods, whether sent or supplied in electronic form or

otherwise;

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Association.

Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

Headings are inserted for convenience only and do not affect the construction of these Articles.

MEMBERS OF THE ASSOCIATION

3. The members as at the date of adoption of these Articles (and as identified in the definitions of these Articles in Article 2) and such other persons as are admitted to membership by the Association in their absolute discretion in accordance with the Articles shall be the members of the Association. Every person who wishes to become a member of the Board of Directors or Football Management Board shall deliver to the Association an application for membership in such form as the Association requires executed by him including acceptance of the Code of Conduct for Members. This application for membership must be made on an annual basis and any member failing to comply with this Article within the time period stipulated by the Association shall have their membership terminated. The provisions of section 113 of the Act shall be observed by the Association and every member shall either sign a written consent to become a member or sign the register of members on becoming a member. For the purposes of registration, the number of members is declared to be unlimited. Every corporation and unincorporated association which is admitted to membership may exercise such powers as are prescribed by section 323 of the Act. Any person who ceases to be a member shall be erased from the Register of Members.

4. A member may withdraw from membership of the Association on seven days' clear notice to the Association. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules or the Membership Rules.

5. The directors may from time to time make, vary and revoke Rules relating to the levels of subscriptions or affiliation fees to be paid by the different categories of members.

6. Subject to Article 5, the Board of Directors and/or the Football Management Board may from time to time make, vary and revoke Membership Rules relating to all aspects of membership of the Association including (without limitation) Membership Rules:

(a) setting out different categories of membership of the Association including Rules for Associate Members;

(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 holder(s) of a member may represent the member at general meetings of the Association;

(e) setting out disciplinary procedures for members and players on notice received from The FA to changes in FA Disciplinary Regulations.

7. It shall be the duty of the directors, if at any time they shall be of the opinion that the interests of the Association so require, by notice in writing sent by prepaid post to a member's address, to request that member to withdraw from membership of the Association within a time specified in such notice. No such notice shall be sent except on a vote of the majority of the directors’ present and voting, which majority shall include one half of the total number of the directors for the time being.

8. If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting written notice of his resignation, or if at any time after receipt of the notice requesting him 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 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 statement in his defence either verbally or in writing, and he shall not be required to withdraw from membership unless half of the directors present and voting shall, after receiving the statement in his defence, vote for his 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, he shall thereupon cease to be a member and his name shall be erased from the register of members.

9. The members shall pay any subscription, affiliation and other fees set by the directors. Any member whose subscription or affiliation fee is more than one month in arrears shall be deemed to have resigned his membership of the Association.

GENERAL MEETINGS

10. The Association shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the directors and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held for the following purposes:

(a) to receive from the directors a full statement of account;

(b) to receive from the directors a report of the activities of the Association since the previous annual general meeting;

 (c) to elect the President, Chairman, Deputy Chairman and Finance Director; (Depending on

the rotation as per Article 40)

 (d) to determine the division of the County into Areas;

 (e) to appoint the Association's auditors as determined by the Board of Directors;

(f) to appoint the Association’s Honorary Solicitor as determined by the Board of Directors; and

(g) to transact such other business as may be brought before it in accordance with these Articles.

All general meetings other than annual general meetings shall be called extraordinary general meetings.

11. The directors may call general meetings and, on the requisition of one-tenth of the members pursuant to the provisions of the Act, shall within twenty one days proceed to convene an extraordinary general meeting for a date not later than twenty eight days after the date of the notice convening the meeting. Such requisition must state the object of the meeting. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the Chief Executive may call a general meeting.

NOTICE OF GENERAL MEETINGS

12. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least 21 clear days' notice and every other extraordinary general meeting shall be called by at least 14 days' notice. A general meeting may be called by shorter notice if it is so agreed:

(a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

(b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all the members.

13. The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of such business. All business shall be deemed special that is transacted at an extraordinary general meeting and also all business that is transacted at an annual general meeting with the exception of:

(a) the consideration and adoption of the accounts and balance sheet and the reports of the directors and auditors and other documents required to be annexed to the accounts;

(b) the appointment of auditors (and the fixing of their remuneration) where special notice of the resolution for such appointment is not required by the Companies Act.

The notice shall, in the case of an annual general meeting, specify the meeting as such, and, in the case of a meeting to pass a special resolution, specify the intention to propose the resolution as a special resolution.

14. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate any resolution passed or the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

15. No business shall be transacted at any meeting unless a quorum of 15 members (excluding Associate Members) is present in person, or by proxy.

16. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.

17. The Chairman, or in his absence the Deputy Chairman shall preside as chairman of the meeting, but if neither the Chairman nor the Deputy Chairman be present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman of the meeting and, if there is only one director present and willing to act, he shall be chairman of the meeting.

18. If no director is willing to act as chairman of the meeting, or if no director is present within 15 minutes after the time appointed for holding the meeting, the members entitled to vote and present in person, or by proxy shall choose one of their number to be chairman of the meeting.

19. The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

20. The chairman 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 fixing a day for the meeting or to another time or place where it appears to him that:

(a) members wishing to attend cannot be conveniently accommodated in the place 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.

21. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a typographical error) may in any event be considered or voted upon.

22. A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

 (a) by the chairman of the meeting; or

(b) by at least three members present in person, by proxy or in the case of a corporate member by representative and having the right to vote at the meeting.

23. Unless a poll is duly demanded a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

24. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

25. A poll shall be taken at such time and place and in such manner as the chairman of the meeting directs and he may appoint scrutineers (who need not be members) and 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.

26. In the case of an equality of votes, whether on a show of hands or on a poll, if the chairman of the meeting is a member of the Association then he shall be entitled to a casting vote in addition to any other vote he may have.

27. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

28. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

29. A resolution in writing executed by or on behalf of such number of members who would have been entitled to vote for the resolution had it been proposed in a 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 and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

30. Subject to Article 26, on a show of hands every member who is present in person shall have one vote and on a poll every member present in person or by proxy shall have one vote. Only one person may represent a member at general meetings. Associate Members shall not be entitled to receive notice of, attend or vote at general meetings.

30A. Proxies may only validly be appointed by a notice in writing which:

1. states the name and address of the member appointing the proxy;
2. identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
3. a signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
4. is delivered to the Association in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

30B. 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 Association by or on behalf of that person.

30C. An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. 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.

31. If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case, unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.

32. No objection shall be raised to the qualification of any voter except 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 objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

FOOTBALL MANAGEMENT BOARD

33. The Football Management Board shall comprise:

1. the Chairman;
2. the Deputy Chairman;
3. the Finance Director;
4. the Chief Executive;
5. the FA Council Representative (if held independently from a position in (i) to (iv) or (vi) to (vii)
6. the appointed Chairman of each Standing Committee (or appointed deputy if unable to attend); and
7. Up to four further members appointed through an open recruitment process (managed by the Selection Panel).

(viii) The Operations Manager, Facilities & Investment Manager and the Football Development Manager will be invited to all meetings of the Football Management Board in a non-voting capacity.

34. Any Council Member of The FA residing in the County will be elected as an Honorary Member with an invitation to attend General Meetings without voting rights.

35. The Armed Forces FAs will be entitled to nominate a representative each to be elected as Honorary Members with an invitation to attend General Meetings without voting rights.

36. No person may be appointed or elected as a Member for the first time who has attained the age of 70. Any elected member who attains the age of 75 after election will be entitled to serve for the remainder of that particular season and will then retire from the Football Management Board.

APPOINTMENT TO FOOTBALL MANAGEMENT BOARD

37. The Chief Executive shall by 1 May in each year, publicly advertise on The Association’s website and social media channels (and in other such areas at the discretion of the Selection Panel) inviting applications to serve on the Football Management Board using a pro-forma approved by the Selection Panel.

38. All members of the Football Management Board will be elected for a three-year term (subject to re-election).

39. Any casual vacancy arising during the course of the season will be filled at the discretion of the Football Management Board.

PRESIDENT, CHAIRMAN, DEPUTY CHAIRMAN AND FINANCE DIRECTOR

40. At each annual general meeting the President shall retire but shall be eligible for re-election. The position of President is subject to a maximum term of three consecutive years served consecutively or in aggregate).

The Chairman, Deputy Chairman and Finance Director shall be elected by the members at the Annual General Meeting and will serve a three-year term but shall be eligible for re-election in accordance with Article 60. All other candidates for election shall be nominated in writing by two Members by such date as the Board shall prescribe. The Selection Panel will nominate the election of the President, Chairman, Deputy Chairman and Finance Director at each Annual General Meeting in accordance with Article 60.

The President, Chairman, Deputy Chairman and Finance Director shall have such rights and privileges as the Association shall from time to time prescribe. Any vacancy in the position of President, Chairman, Deputy Chairman or Finance Director shall be filled by the Board.

Candidates to be elected for the position of President, Chairman, Deputy Chairman and Finance Director will not require a separate nomination as an elected representative when standing for re-election.

LIFE VICE-PRESIDENTS / HONORARY LIFE MEMBERS

41A. This Article applies to Life Vice-Presidents and Honorary Life Members elected prior to 1 July 2019.

Life Vice-Presidents shall be entitled to receive notice of, attend and vote at all general meetings. Life Vice-Presidents shall be entitled to remain as a member of the Association for the rest of their lives without the need to be re-appointed. Life Vice-Presidents shall have such rights and privileges as the Association shall from time to time prescribe.

Life Vice-Presidents are eligible to be elected as Honorary Life Members at any time and may make application to the Chief Executive in writing.

Honorary Life Members receive invites to all general meetings in a non-voting capacity and continue to receive such benefits and privileges as determined from time to time by the Association.

41B. Any person who has served in the position of President, Chairman, Deputy Chairman, Finance Director or Chief Executive, on retirement from this post, at the discretion of the Association, will be elected to the position of Honorary Life Member unless the same person is elected to another post defined in this Article.

This Article however will not be enforced if the person concerned has been removed from office in accordance with Article 70.

FA REPRESENTATIVE

42. The Board shall decide which person should be the FA Representative. Such person shall be appointed for a three-year term for a maximum of three terms (unless determined otherwise by The Football Association). Any person so appointed may be removed at any time by the Board. Any casual vacancy arising in the office of FA Representative may be filled by the Board.

The Association’s representative on The FA Council will also hold a position on the Board of Directors in accordance with Article 56 (unless position is held by the Chief Executive or another elected director) and shall be an ex-officio member of each standing committee.

POWERS OF THE FOOTBALL MANAGEMENT BOARD

43. These provisions should be read in accordance with the Terms of Reference for the Operation of the Football Management Board.

44. The Football Management Board has the power to regulate and manage all footballing matters referred to it including (without limitation) all disciplinary, referees, football regulation, football development, youth football, mini-soccer and other matters pertaining to the regulation and conduct of football in the County.

45. Pursuant to Article 44, at the first Football Management Board meeting following the annual general meeting in each subsequent year the Football Management Board shall appoint such persons (following a recommendation from the Selection Panel) as they think fit to the following committees of the Football Management Board:

1. Football Regulation Committee;
2. Referee Recruitment & Development Committee;
3. Women & Girls Football Committee;
4. Disability Football Committee;
5. Charter Standard & Respect Committee.

46. The Football Management Board may in its absolute discretion at any time amend or add to the list of Standing Committees in Article 45.

 The Football Management Board may also amend the name of any Standing Committee at any time.

47. The Football Management Board may each year host one forum for adult leagues, two forums for youth leagues and one joint forum for adult and youth leagues with invitations extended to Divisional FA’s for all meetings.

48. Each Standing Committee appointed in accordance with Article 45 shall decide which of its number shall be chairman and which deputy chairman of the Standing Committee at a meeting immediately following the first Football Management Board meeting of the season. The Chief Executive or his nominated deputy shall be the secretary to each Standing Committee

49. The Chairman and Deputy Chairman of each Standing Committee will be elected for a three-year term (subject to re-election annually).

50. Each Standing Committee shall conduct its business in accordance with any terms of reference and standing orders set by the Association from time to time and the Membership Rules and Articles of the Association.

51. No business shall be transacted at any meeting unless a quorum of 6 Members is present with the exception of the first meeting immediately following the Annual General Meeting for which the quorum will be 3 Members.

52. Any Member who shall without sufficient reason be absent, without the permission of the Football Management Board, from two consecutive meetings and/or two consecutive meetings of a Standing Committee of which he is a member, shall be deemed to have resigned his membership.

DIRECTORS

53. Subject to Articles 6 and 44, the affairs of the Association shall be governed by the directors who may authorise all such acts and the exercise of all such powers of the Association by the directors, on whom executive management powers are conferred as directors, as may be required to give effect to the objects as described in Article 108, and which are not by statute or these Articles required to be done or exercised by the Association in a general meeting.

54. In the absence of any expression to the contrary in the Articles, rules or any regulations, or standing orders, or decisions of the directors, a matter shall be carried if supported by a simple majority of the directors’ present and voting.

NUMBER OF DIRECTORS

55. Unless otherwise determined by ordinary resolution, the number of directors shall be subject to a maximum of eleven but shall be not less than four.

BOARD OF DIRECTORS

56. The directors shall be:

 (i) the Chairman;

 (ii) the Deputy Chairman;

1. the Finance Director;
2. the Chief Executive;
3. the Association’s Representative on The FA Council (if position held independently from paragraphs (i), (ii), (iii) and (iv);
4. up to six further persons elected by the Association.

57. The directors set out in paragraphs (i) to (iii) (inclusive) of Article 56 shall retire but shall be eligible for re-election in accordance with Article 40.

58. The directors shall decide who shall be appointed as the Auditors and Honorary Solicitor for such term and upon such conditions as they think fit which will be ratified at the Annual General Meeting. Any person so appointed may be removed by the directors at any time. The directors may fill any casual vacancy in the position of Honorary Solicitor.

59. Directors may co-opt, by majority vote, additional directors for specific areas of expertise and on such term as it considers appropriate. A co-opted director may participate fully in and vote at all Board meetings at which he or she is in attendance. Directors co-opted onto the Board pursuant to this article may also be removed by a majority vote of the directors.

ELECTIONS TO THE BOARD OF DIRECTORS

60. At the annual general meeting in each year, one-third of the persons appointed as directors pursuant to Article 56 (i) to (iii) shall retire but shall be eligible for re-election. The directors to retire shall be those longest in office since their last appointment or re-appointment. As between directors who have served for an equal length of time the directors to retire shall (unless they otherwise agree) be determined by lot. Elections of directors to fill the places of those retiring shall be held pursuant to Articles 61 to 65.

At the annual general meeting in each year, one-third of the persons appointed as directors pursuant to Article 56 (vi) or if their number is not three or a multiple of three, the number nearest to one-third shall retire but shall be eligible for re-election. The directors to retire shall be those longest in office since their last appointment or re-appointment. As between directors who have served for an equal length of time the directors to retire shall (unless they otherwise agree) be determined by lot. Elections of directors to fill the places of those retiring shall be held pursuant to Articles 61 to 65.

61. The Chief Executive shall by 1 May in each year, publicly advertise on The Association’s website and social media channels (and in other such areas at the discretion of the Selection Panel) inviting applications to serve on the Board using a pro-forma approved by the Selection Panel.

The application process will include an interview and such other process as determined by the Selection Panel.

Elected directors must achieve preselection criteria including (but not limited to) experience in finance, HR, commercial, legal, property and property management, corporate governance, business but must also have a sound understanding of football governance.

62. With the exception of Article 69, all members of the Board will be elected for a three-year term subject to re-election in accordance with Article 60.

63. A voting paper containing the names of all candidates will be handed to each Member at the Annual General Meeting each year.

64. In the event that a ballot is necessary, such ballot shall take place at the annual general meeting in such manner as the directors shall prescribe.

65. The requisite number of candidates recording the highest number of votes shall be declared elected at annual general meeting to fill the vacancies that have arisen, such persons to serve for three-year term (as appropriate pursuant to Article 60) from that meeting.

DELEGATION OF DIRECTORS' POWERS

66. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

 At the first meeting of the Board, directors shall elect suitable persons to serve the following sub committees:

1. Hampshire FA Community Trust – equal number of representatives as independent trustees
2. Health & Safety Subgroup – to be chaired by a director
3. Inclusion Advisory Group – including the election of a Board of Directors lead
4. Safeguarding Steering Group – including the election of a Board of Directors lead
5. Selection Panel (including responsibility for Succession Planning) – to be chaired by a director and include representation from each Divisional FA and the Chief Executive as determined by the Board of Directors

The Board of Directors may also constitute further sub committees from time to time at its discretion.

APPOINTMENT AND RETIREMENT OF DIRECTORS

67. Without prejudice to the provisions of section 168 of the Act, the members may by ordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another suitably qualified person in his stead; but any person so appointed shall retain his office so long only as the director in whose place he is appointed would have held the same if he had not been removed.

68. The directors may appoint a person who is willing to act to be a director to fill a casual vacancy provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors. A director so appointed shall hold office until the person he has replaced was due to retire but shall be eligible for re-election.

69. If any director is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

70. The office of a director shall be vacated if:

(a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or

(b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

 (c) he is, or may be, suffering from mental disorder and either:

(i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, 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; or

 (d) he resigns his office by notice to the Association; or

(e) he shall without sufficient reason for more than two consecutive Board meetings have been absent without permission of the directors and the directors resolve that his office be vacated; or

(f) he is suspended from holding office or from taking part in any footballing activity relating to the administration or management of the Association by a decision of The Football Association; or

 (g) at the end of the playing season in which he reaches the age of 75;

(h) he is removed from office by a resolution duly passed pursuant to section 168 of the Act; or

(i) he is removed from office by three quarters majority of Members present and voting at the meeting at which the resolution to remove him is proposed.

DIRECTORS' AND MEMBERS' EXPENSES

71. The directors and Members may be paid all reasonable travelling and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or other meetings of the Association or otherwise in connection with the discharge of their duties save where the Rules provide otherwise, and all such claims for expenses thus incurred shall be submitted monthly in the prescribed manner save that if authorisation has been given to do otherwise. The Association may also fund a director’s expenditure for the purposes permitted under the Act and may do anything to enable a director to avoid incurring such expenditure as provided in the Act.

DIRECTORS' APPOINTMENTS AND INTERESTS

72. Subject as otherwise provided in the Act or these Articles, a director may be in any way, directly or indirectly, interested in any contract or arrangement or transaction with the Association and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Association) under the Association and he (or any firm of which he is a member) may act in a professional capacity for the Association and be remunerated and in any such case (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him in consequence of so acting.

73. (a) 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 possibly might conflict, with the interests of the Association unless it relates to a contract, transaction or arrangement with the Association or the matter has been authorised by the directors or the situation cannot reasonably be regarded as likely to give rise to a conflict of interest.;

(b) The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law any conflict or potential conflict disclosed under Article 73(a). Provided that for this purpose the director in question and any other interested director are not counted in the quorum for any resolution at any board meeting pursuant to which such conflict or potential conflict is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

(c) A director shall not, by reason of his office, be accountable to the Association for any benefit which he derives from any matter where the conflict or potential conflict has been authorised by the directors pursuant to Article 73(b) (subject in any such case to any limits or conditions to which such authorisation was subject).

74. (a) A director who becomes aware that he is in any way, directly or indirectly interested in a

proposed or existing contract, transaction or arrangement with the Association must declare the nature and extent of that interest to the other directors unless it cannot reasonably be regarded as likely to give rise to a conflict of interest.

(b) Save as herein provided, or otherwise agreed in writing by all of the directors, a director shall not vote in respect of any contract, transaction or arrangement with the Association in which he has an interest which is to his knowledge a material interest otherwise than by virtue of being a member. A director shall not be counted in the quorum at the meeting in relation to any resolution on which he is debarred from voting.

(c) Subject to the provisions of the Act and always to the provisions of Article 73 a director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning:

(i) the giving of any security, guarantee or indemnity in respect of a debt or obligation of the Association or any subsidiary for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security; or

(ii) any arrangement for the benefit of directors or employees of the Association or directors or employees of any subsidiary which does not award him any privilege or benefit not generally awarded to the other persons to whom such arrangement relates.

 (d) If any question shall arise at any time as to the materiality of a director’s interest or as to the entitlement of any director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting (or if the director concerned is the chairman to the other directors at the meeting) and his or their ruling (as the case may be) shall be final and conclusive except in a case where the nature or extent of the interests of such director has not been fairly disclosed.

DIRECTORS' GRATUITIES AND PENSIONS

75. The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Association or with anybody corporate which is or has been a subsidiary of the Association or a predecessor in business of the Association or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

PROCEEDINGS OF DIRECTORS

76. At the last Board Meeting before the Annual General Meeting in each year the Chairman shall appoint a Board Member as he thinks fit to each Standing Committee, as determined by Articles of the Association, with full voting rights to hold office from the end of the next Annual General Meeting until the end of the Annual General Meeting in the following year. The Officers’ which are the Chairman, Deputy Chairman, Finance Director, Chief Executive together with the President of the Association who is a non-Director shall be ex-officio of all Standing Committees and shall be entitled to attend, speak and vote at meetings.

77. The Chief Executive shall be entitled to receive notice of all general meetings, all meetings of the Standing Committees and all Board of directors' and Football Management Board meetings (and any sub groups thereof) and shall be entitled to attend and speak at such meetings and the Chief Executive shall be entitled to vote at such meetings.

78. The directors shall regularly update the Football Management Board and Standing Committees on all their activities.

79. The Board may at its discretion award honoraria to such persons as it thinks fit.

80. Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the Chief Executive at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.

81. Any director may participate in a meeting of the Board, or of a committee of directors, 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 accordingly be counted in the quorum and be 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 such group, where the chairman of the meeting is.

82. A meeting of the directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Association generally. The quorum for the transaction of the business of the directors shall be five.

83. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

84. The Chairman shall be the chairman of the Board of directors. Unless he is unwilling to do so, the Chairman shall preside at every meeting of directors at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Deputy Chairman shall preside. If there is no Deputy Chairman or if he is unwilling to preside, of if he is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

85. All acts carried out by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

86. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors.

87. Save as otherwise provided by the Articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Association.

88. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

89. The Association may by ordinary resolution suspend or relax to any extent, in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

90. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the Association or anybody corporate in which the Association is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

91. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

CHIEF EXECUTIVE

92. Subject to the provisions of the Act, the Chief Executive shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any Chief Executive so appointed may be removed by them. The Chief Executive shall have full voting rights at general meetings and meetings of the Board and Standing Committees (and any sub committees or working groups thereof) in accordance with Article 77 and Membership Rule 5.

The Chief Executive shall also hold the role of company secretary of the Association pursuant to the Act (unless determined otherwise by the Board).

MINUTES

93. The directors shall cause minutes to be made in books kept for the purpose:

 (a) of all appointments made by the directors; and

(b) of all proceedings at meetings of the Association, which shall include without limitation proceedings of the directors, and of committees of directors, including the names of the directors’ present at each such meeting.

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 SEAL

94. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the Chief Executive or by a second director.

ACCOUNTS

95. The directors shall cause accounting records of the Association to be kept in accordance with section 386 of the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered). No member shall (as such) have any right of inspecting any accounting records or other book or document of the Association except as conferred by statute or authorised by the directors or by ordinary resolution of the Association. Once at least in every year the accounts of the Association shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors. Auditors shall be appointed at the annual general meeting each year as recommended by the Board of Directors and their duties regulated in accordance with the Act.

NOTICES

96. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.

97. The Association may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Association.

98. A member present at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

99. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

DISSOLUTION

100. If upon the winding-up or dissolution of the Association there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall be paid to or distributed among the members of the Association equally.

RULES

101. The Association and its members shall be bound by and subject to and shall act in accordance with the Rules and the Rules of The Football Association and any regulations, standing orders, decisions, rulings or other findings or orders of any nature made pursuant to the 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, the Rules of The Football Association and any provisions made pursuant to them shall take precedence.

INDEMNITY

102. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

ALTERATIONS TO THE MEMORANDUM AND ARTICLES

103. a) Any proposal to alter the Memorandum of Articles not being such as by statute requires a special resolution or to wind-up the Association shall require the approval of the Association in general meeting and the same may be passed or approved by a resolution of the Association passed by a majority of not less than three-quarters (3/4) of the members of the Association 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) Notice of proposals to alter the Memorandum and Articles of this Association under this Sub-Rule shall be received by the Chief Executive not later than the 31st March in any year. Upon receipt of any such proposals the Chief Executive shall, and not later than the 14th April, send to all Members who are entitled to vote at the meeting, copies of the proposals received. Notice of any amendments to the proposals shall be received by the Chief Executive not later than the 14th May. At least 21 days prior to the date of the Annual General Meeting, the Chief Executive shall in accordance with Article 12 send to all members (who are entitled to vote) with the notice of the meeting, copies of all proposals and amendments received.

c) In the case of general meetings where it is proposed to amend the Articles or Membership Rules, not less than twenty-one clear days’ notice shall be given by the Chief Executive to the Members, such notice setting out the proposed changes to such documents and the date of the meeting. Notice of any proposed amendment to the proposed change shall be given to the Chief Executive not less than twenty-eight clear days prior to the date fixed for such general meeting. The Chief Executive shall give notice of such amendments to the Members with the notice under Article 12.

104. The Football Association shall, if invited by the directors to the meeting, have, all the rights of a member of the company in relation to receiving notice of, and attending and speaking at general meetings and to receiving minutes of general meetings but shall have no right to vote at general meetings.

RULES, STANDING ORDERS AND BYE-LAWS

105. The directors have the power from time to time to make, repeal and amend regulations for the better administration of the Association.

106. The Football Management Board has the power to make, repeal and amend regulations on receipt of notice from The FA relating to the sanction and control of leagues and competitions, regulations for disciplinary proceedings of players and members, and regulations relating to referees.

107. Any such rules made pursuant to Articles 105 and 106 must be consistent with and subject to the Rules of The Football Association.

OBJECTS

108. The objects for which the Association is established are:

(a) to promote, foster, develop and support the game of Association Football ("the 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 abuses;

(b) to make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of the game or otherwise within the county boundaries of Hampshire (as defined on 31 March 1974) or such other area as shall be determined from time to time by The Football Association Limited ("the County"), and to take all such steps as shall be thought necessary or advisable for enforcing such rules, regulations, bye-laws 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 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;

(h) 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 Hampshire Football Association;

(i) to provide for representation at general meetings and on the Council of The Football Association Limited of persons involved in the game within the County by such means and in such manner as shall be determined from time to time under the rules, regulations or bye-laws, conditions or articles of the Association;

(j)  to provide for, make and vary all such rules, regulations and byelaws as they relate to persons involved in the game in the County from time to time;

(k) 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 Limited) or the rules, regulations, conditions or bye-laws of the Association or of The Football Association Limited, 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 Association 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;

(l) to co-operate with or assist any association or club or competition or other person involved in the game in any way which the Association shall think proper, and to enter into or adopt any agreement or arrangements with such;

(m) to co-operate with The Football Association Limited in all matters relating to the game, including compliance with the Rules of The Football Association Limited and the rules and regulations of anybody to which The Football Association Limited is affiliated; and

(n) to adopt and carry out all such rules and regulations, conditions, bye-laws, agreements and arrangements of The Football Association Limited, 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.

109. The objects stated in each part of Article 108 shall not be restrictively construed but shall be given the widest interpretation. In Article 108, the word "association" shall, except where used to refer to the Association, mean any partnership or other body or person, whether corporate or unincorporated, and whether domiciled in the United Kingdom or elsewhere. Except where the context expressly so requires, none of the objects stated in Article 108, shall be limited by, or be deemed subsidiary or auxiliary to, any other object stated in Article 108.

MEMBERS’ LIABILITY AND APPLICATION OF PROPERTY

110. The liability of the members is limited.

111. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to the members of the Association save that the provisions of Article 112 shall apply on the winding-up or dissolution of the Association. Provided that nothing herein shall prevent any payment in good faith by the Association:

a) of reasonable and proper remuneration to any director, member, officer, servant or consultant of the Association for any services rendered to the Association and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such director, member, officer, servant or consultant of the Association;

b) to any director who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other directors to act in that capacity on behalf of the Association;

c) of interest on money lent by a member of the Association or its directors at a commercial rate of interest;

d) to any director of reasonable and proper out-of-pocket expenses or other costs as permitted further to Article 71;

e) of reasonable and proper rent for premises demised or let by any member of the Association or by any director;

f) of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Association.

112. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £10) to the Association's assets if it should be wound-up while he is a member or within one year after he ceases to be a member, for payment of the Association's debts and liabilities contracted before he ceases to be a member, and the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributors among themselves.