



**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM and  
ARTICLES OF ASSOCIATION**

**OF**

**HAMPSHIRE FOOTBALL  
ASSOCIATION LIMITED**

**03975817**

## **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, byelaws 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, byelaws 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, byelaws, 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 byelaws, conditions, or articles of the Association;
- (12) 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;
- (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 anybody to which The Football Association Limited is affiliated;
- (16) to adopt and carry out all such rules and regulations, conditions, byelaws, 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, trademarks, 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 pursuant to Article 41.1.3.
  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 their 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.

## **PART 1: INTERPRETATION**

### **1. Defined Terms**

In the Articles, unless the context requires otherwise:

**"1986 Act"** – or any numbered section of it, means the **Insolvency Act 1986** or such section as amended, restated, or re-enacted from time to time;

**"Act"** – or any numbered section of it, means the **Companies Act 2006** or such section as amended, restated, or re-enacted from time to time;

**"Articles"** – means the Association's articles of association, as amended from time to time;

**"Association"** – means the county football association called Hampshire (including Bournemouth, Christchurch, and the Isle of Wight);

**"Board of Directors"** – means the Board of Directors of the Association appointed from time to time to manage the business and financial matters of this Association in accordance with these Articles;

**"Chair"** – has the meaning given to the person appointed as chair from time to time by the Board of Directors as per Article 6;

**"chair of the meeting"** – has the meaning given in Article 13 and 28;

**"Chief Executive"** – has the meaning given to the person appointed as chief executive from time to time by the Board of Directors;

**"Committees", "Focus Groups" and "Subgroups"** – these are terms used to identify a group that is formed to meet under the direction of the Board of Directors or Football Management Board from time to time in accordance with these Articles;

**"Deputy Chair"** – has the meaning given to the person appointed as deputy chair from time to time by the Board of Directors;

**"Director"** – means a director of the Association;

**"Divisional Football Association"** – means the geographical divisional football associations appointed by this Association from time to time;

**"document" or "notice"** – includes, unless otherwise specified, any document or notice sent or supplied by electronic communication;

**"elected Director"** – means a director appointed in accordance with Article 16;

**"electronic communication"** – means any document or information sent or supplied in electronic form within the meaning of section 1168 of the Act;

**"FA Representative"** – has the meaning given to the person appointed as FA Representative appointed by the Board of Directors under these Articles to the Football Association Council to represent the Association;

**"The Football Association"** – means the company called "Football Association Limited" registered in England and Wales with company registration number 00077797;

**"The Football Association Council"** – means the Council of the Football Association;

**"Football Management Board"** – means the Football Management Board of this Association appointed to manage domestic football matters of this Association;

**"Finance Director"** – has the meaning given to the person appointed as finance director from time to time by the Board of Directors;

**"Health and Safety sub-group"** – means the group will be advising the Board of Directors about health and safety;

**"Honorary Life Members"** – means the person(s) appointed to the position of Honorary Life Member from time to time in accordance with these Articles;

**"Inclusion Advisory Group sub-group"** – means that the group will advise the Board of Directors on Inclusion;

**"Life Vice-Presidents"** – means the person(s) appointed to the position of Life Vice-President from time to time in accordance with these Articles;

**"Member"** – has the meaning given in section 112 of the Act and as defined in Membership Rule 2;

**"Membership Rules"** – means the Membership Rules of the Association created and amended from time to time in accordance with these Articles;



**"model articles"** – means the model articles of association for a private company limited by Guarantee set out in Schedule 2 of the **Companies (Model Articles) Regulations 2008 (SI2008/3229)** and any amendment or replacement from time to time;

**"Nomination and Appointment Committee"** – means the nomination and appointment Committee appointed by The Board of Directors will follow the terms of reference for this committee, regarding recommendations to The Board of Directors, Football Management Board, standing committees and sub-groups.

**"objects"** – the Association's objects as set out in Article 2;

**"Officers"** – means those persons elected from time to time to the positions of President, Chair, Deputy Chair, Finance Director and Chief Executive;

**"ordinary resolution"** – has the meaning given in section 282 of the Act and includes such a resolution passed by written resolution;

**"President"** – has the meaning given to the person appointed as president from time to time by the members in accordance with the Articles;

**"proxy notice"** – has the meaning given in Article 34;

**"Rules of the Football Association"** – means the provisions for the regulation of football matters known as the "Rules of The Football Association Limited" as applicable from time to time and any regulations, standing orders, decisions, rulings, findings, penalties or orders of any nature made pursuant to the Rules;

**"Secretary"** – means the Association secretary (if any) and includes any joint, assistant or deputy secretary;

**"Senior Independent Director"** – has the meaning given in Article 16.3;

**"special resolution"** – has the meaning given in section 283 of the Act and includes such a Resolution passed by written resolution;

**"statutes"** – means the Act and every other statute or statutory instrument, law or regulation for the time being in force and concerning companies in so far as they apply to the Association;

**"writing"** – means the 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; and

**"youth network terms"** – means any standing orders or terms of reference regulating the conduct of business and membership of the youth network adopted by the youth network from time to time pursuant to Article 38.14.

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

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.

1.3 The model articles shall not apply to the Association.

## **PART 2: OBJECTS**

### **2. Objects**

The primary objects for which the Association is established is to operate the county football association and promote participation in grassroots football in Hampshire (including Bournemouth, Christchurch, and the Isle of Wight) but this shall not restrict the objects of the Association. The directors may do all such other things in furtherance of these objects as they consider fit.

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

2.2 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 in respect of the costs and expenses and outgoings arising from or attributable to the transfer of assets and undertaking.

- 2.3 The objects for which the Association is established are pursuant to the Memorandum 3 (1) to (43).

### **PART 3: APPLICATION OF INCOME AND PROPERTY AND DIRECTORS' BENEFITS**

#### **3. Application of Income and Property**

- 3.1 The income and property of the Association shall be applied solely towards the promotion of the objects, and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the members of the Association. This does not prevent:
- 3.1.1 A member of the Association receiving a benefit from the Association in the capacity of a beneficiary of the Association; or
  - 3.1.2 Reasonable and proper remuneration to any member of the Association for any goods or services provided to the Association.
  - 3.1.3 Of reasonable and proper remuneration to any director, member, officer, servant or consultant of the Association for any good or 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;
  - 3.1.4 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 their firm when instructed by the other directors to act in that capacity on behalf of the Association;
  - 3.1.5 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.

#### **4. The Association**

- 4.1 The members and directors of the Association shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business affairs of the Association are carried out in accordance with the Rules of the Football Association for the time being in force.
- 4.2 The members as at the date of adoption of these Articles (and as identified in the definitions of these Articles in Article 1 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 them including acceptance of the Code of Conduct for Members. This application for membership must be made on a term 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.
- 4.3 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 their membership of the Association.

## **5. Conflicts of Interest**

- 5.1 A director must declare to the other directors any situation of which they are aware in which they are, or could have, a direct or indirect interest that conflicts, or might conflict, with the interests of the Association unless the situation cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 5.2 An interest of a director to be disclosed under Article 5.1 may be declared at a meeting of directors, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act.
- 5.3 If a conflict of interest arises for a director and the conflict is not authorised by virtue of any other provision in the Articles, the remaining directors may authorise such a conflict of interest if each of the following conditions is satisfied:
- 5.3.1 The director is absent from the part of any meeting at which there is discussion of the conflict of interest, including any arrangement or transaction affecting that other organisation, company, or person;
- 5.3.2 The director does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting; and
- 5.3.3 The remaining directors are satisfied and agree that it is in the interests of the Association to authorise the conflict of interest which has arisen.

## **PART 4: DIRECTORS DIRECTORS' POWERS AND RESPONSIBILITIES**

### **6. Directors' General Authority**

The directors are responsible for the management of the Association's business (and any subsidiary or group companies), for which purpose they may exercise all the powers of the Association and do on behalf of the Association all such acts as may be done by the Association as are not by statutes or by the Articles required to be done by the Association in a general meeting.

6.1 At a meeting prior to the association's annual general meeting, the board of directors will elect the chair, deputy chair, finance director and senior independent director to come into force immediately after the association's annual general meeting. If the votes are equal at the meeting, the director chairing the election will have the casting vote.

### **7. Directors may Delegate**

- 7.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
- 7.1.1 To such person or committee;
- 7.1.2 By such means (including by power of attorney);
- 7.1.3 To such an extent;
- 7.1.4 In relation to such matters or territories; and
- 7.1.5 On such terms and conditions, as they think fit.
- 7.2 Any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 7.3 The directors may revoke any delegation in whole or part or alter its terms and conditions.

### **8. Committees (or Sub-Groups) of the Board**

- 8.1 Committees (or sub-groups) to which the directors delegate any of their powers must contain at least one director and must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 8.2 The directors may make rules of procedure for all or any committees or sub-groups, which prevail over any rules or byelaws derived from the Articles if they are not consistent with them.
- 8.3 As a minimum the directors shall maintain an inclusion advisory sub-group and any other committees or sub-groups required by the Rules from time to time. The directors shall also

maintain a finance committee, a health and safety sub-group and a nomination and appointment committee unless the directors consider it appropriate for the directors to act in place of such committees or sub-groups, as well as such other committees or sub-groups as the directors consider necessary to support them.

## **DECISION-MAKING BY DIRECTORS**

### **9. Meetings of Directors**

- 9.1 Subject to the provisions of these Articles, the directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 9.2 At any time, any director may, and the chief executive on the requisition of a director shall, summon a meeting of the directors.
- 9.3 Any such notice shall specify where, when and how the meeting is to be held. Any director may waive notice of any meeting and such waiver may be retrospective.
- 9.4 All acts done in good faith by any meeting of the directors or of any committee shall, notwithstanding it being discovered afterwards that there was some defect in the appointment or continuance in office of any such persons or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a director or member of the committee as the case may be.
- 9.5 At a Board meeting before the Annual General Meeting in each year the Chair shall appoint a Board Member as they think fit to each focus group of the Football Management Board with full voting rights to hold office until the end of the Annual General Meeting in the following year. The Officers shall be ex-officio of all focus groups and shall be entitled to attend, speak, and vote at meetings.

### **10. Quorum for Meetings and Voting**

- 10.1 The quorum necessary for the transaction of business of the directors may be fixed from time to time by the directors and, unless so fixed at any other number, shall be four.
- 10.2 A meeting of the directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors.
- 10.3 Questions arising at any meeting of the directors shall be determined by a majority of votes. In case of an equality of votes the chair shall have a second or casting vote.

### **11. Participation in Directors' Meetings**

- 11.1 Subject to the Articles, directors "participate" in a directors meeting, or part of a directors' meeting, when:
- 11.1.1 The meeting has been called and takes place in accordance with the Articles; and
- 11.1.2 They can each communicate to the others any information or opinions they have on any item of the business of the meeting.
- 11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 11.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

### **12. Resolutions in Writing**

- 12.1 A resolution executed by all the directors, or by all the members of a committee or sub-group constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the directors, or (as the case may be) at a meeting of that committee or sub-group, which in every case was duly convened and held.
- 12.2 For the purposes of this Article 12:
- 12.2.1 A resolution shall consist of one or more written instruments or one or more electronic communications sent to an address specified for the purpose by the chief executive, or a

- combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect;
- 12.2.2 A written instrument is executed when the person executing it signs it;
- 12.2.3 An electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the chief executive shall prescribe;
- 12.2.4 The directors, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication;
- 12.2.5 A resolution shall be effective when the chief executive certifies that sufficient evidence has been received by them that the resolution has been executed in accordance with this Article 12; and
- 12.2.6 If no chief executive is appointed, the chair shall perform the functions of the chief executive under this Article 12.

### **13. Chairing of Directors' Meetings**

- 13.1 The members may appoint a director to chair directors' meetings (the "chair"). The chair shall not be the chief executive officer of the Association (or any equivalent office holder).
- 13.2 The chair shall immediately cease to hold such appointment upon ceasing to be a director.
- 13.3 If the chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it, the Deputy Chair will be appointed if in attendance.

### **14. Records of Decisions to be Kept**

The directors must ensure that the Association keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the directors.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **15. Number of Directors**

- 15.1 The number of directors shall be subject to a maximum of 12.
- 15.2 No less than one third of the directors from time to time shall be independent.

### **16. Methods of Appointing Directors**

- 16.1 Save as otherwise provided in the Articles, the directors of the Association shall be:
- 16.1.1 Such persons as the Association may by ordinary resolution appoint who are willing to act to as a director;
  - 16.1.2 Such other persons as the directors may from time to time co-opt to the board of directors on a temporary basis, provided that any co-opted director shall not be entitled to hold office for a period of longer than one year save in exceptional circumstances documented by the directors;
  - 16.1.3 the Chief Executive Officer;
  - 16.1.4 a representative from Hampshire FAs Inclusion advisory Group, normally the chair of that group;
- 16.2 No person may be appointed as a director:
- 16.2.1 Unless they have attained the age of 18 years; or
  - 16.2.2 In circumstances such that, had they already been a director, they would have been disqualified from acting under the provisions of Article 18;
  - 16.2.3 Once they attain the age of 75 (if the director reaches the age of 75 during the season, they will be able to serve until the end of the season).
- 16.3 The directors shall elect an independent non-executive director to act as the senior independent director (As Article 6.1). The senior independent director shall act as a sounding board for the chair, serve as an intermediary for the other directors, when necessary, act as an alternative contact for members of the Association if the normal channels of communication to the directors through the chair or the Association's executive team fail to

- resolve matters or where the use of such channels may be inappropriate, and lead on the process of appraising the performance of the chair.
- 16.4 At the annual general meeting in each year, one-third of the persons appointed as directors pursuant to Article 15 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 16 to 17.
- 16.5 The Chief Executive shall by 1 May in each year, when required, publicly advertise on The Association's website and social media channels (and in other such areas at the discretion of the nomination and appointment committee) inviting applications to serve on the Board using pro-forma approved by the nomination and appointment committee. The application process will include an interview and such other process as determined by the nomination and appointment committee. Elected directors must achieve preselection criteria set by the Board from time to time 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.
- 16.6 The nomination and appointment committee will review all applications for the position of director and will conduct an agreed recruitment process which may include candidate interviews and a recommendation will be made to the Board of Directors, who will approve or otherwise before seeking the proposed Board Directors to the annual general meeting or special general meeting for their approval. If the recommendation is not approved at the annual general meeting or special general meeting, the nomination and appointment committee will consider the position further and repeat the process if required until such time as a recommendation is approved by a general meeting of the Association.
- 16.7 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 the number pursuant to Article 15.1. A director so appointed shall hold office until the person they have replaced was due to retire but shall be eligible for re-election.
- 16.8 The Board shall decide which person should be the FA Representative via the recommendation of the nomination and appointment committee. 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.

## **17 Term of Office**

- 17.1 At the third annual general meeting following the date of their appointment, an elected director shall retire from office and may offer themselves for re-appointment by the members. Elected directors shall not be entitled to offer themselves for re-appointment at more than two annual general meetings at which they are eligible for re-appointment with this article provided that:
- 17.1.1 An elected director may stand for further re-election and serve up to twelve years from the date of their first appointment as a director if they are appointed chair or appointed to The Football Association Council during their term of office as a director; and
- 17.1.2 The board may in exceptional circumstances permit an elected director to hold office for a period up to a further year beyond the date on which they would otherwise have retired without being eligible for re-appointment in accordance with this Article.
- 17.1.3 From the Association's annual general meeting of 28<sup>th</sup> June 2025, existing directors already in post will start their potential three terms of three years for each term, subject to the Articles relating to the election and re-election of directors. Existing directors, wishing to continue in post, will be required to be up for re-election on their current term requirements to a maximum of nine years as a director from 28<sup>th</sup> June 2025 annual general meeting, unless Article 17.1.1 applies. Article 17.1 will not apply to existing directors in post prior to 28<sup>th</sup> June 2025 as three potential re-elections maybe required to obtain a full nine-year term.

- 17.2 If a director retires pursuant to Article 17.1, they shall not be eligible for re-appointment to the board until a period of four years has passed from the date of their retirement.

## **18 Termination of Director's Appointment**

A person ceases to be a director:

- 18.1 If they cease to be a director by virtue of any provision of the Act or they become prohibited by law from being a director;
- 18.2 If they have a bankruptcy order made against them or are declared bankrupt by any court of competent jurisdiction or where they make any arrangement or composition with their creditors generally or applies for an interim order under section 253 of the 1986 Act in connection with a voluntary arrangement under the 1986 Act;
- 18.3 If they die or they are, or may be, suffering from mental disorder and either:
- 18.3.1 If they are admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law in any jurisdiction;
- or
- 18.3.2 An order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to their property or affairs;
- 18.4 If by notice in writing to the Association they resign (but only if at least two directors remain in office when the notice of resignation is to take effect);
- 18.5 If such person is subject to a decision of the Football Association that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club;
- 18.6 If they no longer comply with the provisions of any regulations of the Football Association relating to "Owners and Directors" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules;
- 18.7 If they are the subject of a decision of the Football Association, UEFA, or FIFA that they be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate);
- 18.8 If they no longer comply with a declaration of good character given by the director upon taking office or the Association's directors' code from time to time;
- 18.9 If they cease to hold office by reason of any order made under the Company Directors Disqualification Act 1986 or by virtue of any provision of the statutes;
- 18.10 If they are removed by the members of the Association by a majority vote;
- 18.11 If they are convicted of any criminal offence, other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Association; or
- 18.12 Where they are an ex officio director if they cease to hold the office by which they became entitled to be a director.
- 18.13 If they without sufficient reason for more than two consecutive Board meetings have been absent without permission of the directors and the directors resolve that their office be vacated.
- 18.14 At the end of the season during which they attain the age of 75 pursuant to Article 16.2.3.

## **19 Directors' Indemnity**

- 19.1 Subject to the provisions of the Act, and so far, as may be consistent with the statutes:
- 19.1.1 Every director and every other officer other than the Association's auditor or the reporting accountant may be indemnified out of the assets of the Association against all costs, charges, losses, expenses and liabilities incurred by them in the actual or purported execution and/or discharge of their duties and/or the actual or purported exercise of their powers and/or otherwise in relation to, or in connection with, their

duties, powers or offices, in each case to the extent permitted by section 232 of the Act; and

- 19.1.2 The Association may also provide funds to any director or any other officer (other than the Association's auditor or reporting accountant) or do anything to enable a director or such other officer to avoid incurring expenditure, in each case in the manner permitted by and subject to the restrictions required by section 205 of the Act.

## **PART 5: MEMBERS BECOMING AND CEASING TO BE A MEMBER**

### **20 Applications for Membership**

- 20.1 The subscribers to the memorandum shall be members of the Association.
- 20.2 No person shall become a member of the Association unless:
- 20.2.1 That person has completed an application for membership in a form approved by the directors; and
- 20.2.2 That person has paid the annual subscription (if applicable).
- 20.3 The directors may from time to time establish rules for membership of the Association setting out, inter alia, criteria for membership, categories of membership, rights and obligations of members, and fees payable by members, provided that such rules do not:
- 20.3.1 Conflict with the articles; and
- 20.3.2 Allow open membership to all without discrimination on any grounds.

### **21 Termination of Membership**

- 21.1 A person shall immediately cease to be a member (provided that at least one member remains on the Register of Members thereafter):
- 21.1.1 If the member is removed by notice in writing to the Association signed by a majority of the remaining members;
- 21.1.2 If by notice in writing to the Association, the member resigns their membership;
- 21.1.3 If they die; or
- 21.1.4 If they fail to pay any subscription as soon as it is due and payable.
- 21.1.5 At the end of the season during which they attain the age of 75 (unless the member is an elected Life Vice-President).

### **22 Transfer of Membership**

Membership of the Association is not transferable.

## **ORGANISATION OF GENERAL MEETINGS**

### **23 General Meetings**

The directors may whenever they think fit convene a general meeting and shall, following requisition in accordance with the Act, proceed to convene a general meeting in accordance therewith.

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:

- To receive from the directors a full statement of account;
- To receive from the directors a report of the activities of the Association since the last annual general meeting;
- To consider the election/re-election of directors as recommended by the board of directors;
- To determine the division of the County into areas (Divisional Football Associations);
- To appoint the Association's auditors as determined by the board of directors;
- To transact such other business as may be brought before it in accordance with these articles.



- To consider the election of the president as recommended by the board of directors.

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

## **24 Calling General Meetings**

- 24.1 A general meeting of the Association shall be called by at least 14 days' clear notice.
- 24.2 The Association may give such notice by any means or combination of means permitted by the Act.
- 24.3 A general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent of the total voting rights.

## **25 Notice of General Meetings**

- 25.1 Every notice calling a general meeting shall specify the place and the day and hour of the meeting.
- 25.2 There shall appear with reasonable prominence in every such notice a statement that a member entitled to attend, and vote is entitled to appoint a proxy to attend, speak and vote instead of them save that a proxy must be a member of the Association.
- 25.3 The text of each special resolution to be proposed at the general meeting shall be set out in the notice. Either the text of, or sufficient information to enable a member to understand the purpose of each ordinary resolution shall be set out in the notice.
- 25.4 General meetings may take place online if determined by the directors at any time.

## **26 Attendance and Speaking at General Meetings**

- 26.1 A person can exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 26.2 A person can exercise the right to vote at a general meeting when:
- 26.2.1 That person can vote, during the meeting, on resolutions put to the vote at the meeting; and
- 26.2.2 That person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 26.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 26.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 26.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **27 Quorum for General Meetings**

If the Association only has one member that member shall be a quorum. In any other case ten members entitled to vote upon the business to be transacted or one-tenth of the total number of such persons for the time being, whichever is the greater, shall be a quorum. A proxy or an authorised representative of a member shall count for the purposes of the quorum. No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **28 Chairing General Meetings**

- 28.1 If the members have not appointed a chair, or if the chair is unwilling to

chair the meeting or is not present within ten minutes of the time at which a meeting was due to start; the deputy chair will be appointed if in attendance:

28.1.1 The directors present; or

28.1.2 (If no directors are present) the meeting, must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

28.2 The person chairing a meeting in accordance with this Article is referred to as "the chair of the meeting".

## **29 Attendance and Speaking by Directors and Non-Members**

29.1 Directors may attend and speak at general meetings, whether or not they are members.

29.2 The chair of the meeting may permit other persons who are not:

29.2.1 Members of the Association; or

29.2.2 Otherwise entitled to exercise the rights of members in relation to a general meeting, to attend and speak at a general meeting.

## **30 Adjournment**

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

30.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

30.2.1 The meeting consents to an adjournment; or

30.2.2 It appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

30.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

30.4 When adjourning a general meeting, the chair of the meeting must:

30.4.1 Either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

30.4.2 Have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

30.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Association must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

30.5.1 To the same persons to whom notice of the Association's general meetings is required to be given; and

30.5.2 Containing the same information which such notice is required to contain.

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

## **VOTING AT GENERAL MEETINGS**

### **31 Voting: General**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

### **32 Errors and Disputes**

32.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meetings at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

32.2 Any such objection must be referred to the chair of the meeting, whose decision is

final.

### **33 Poll Votes**

- 33.1 A poll on a resolution may be demanded:
  - 33.1.1 In advance of the general meeting where it is to be put to the vote; or
  - 33.1.2 At a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 33.2 A poll may be demanded by:
  - 33.2.1 The chair of the meeting;
  - 33.2.2 The directors;
  - 33.2.3 Two or more persons having the right to vote on the resolution; or
  - 33.2.4 A person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 33.3 A demand for a poll may be withdrawn if:
  - 33.3.1 The poll has not yet been taken; and
  - 33.3.2 The chair of the meeting consents to the withdrawal.
- 33.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

### **34 Content of Proxy Notices**

- 34.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
  - 34.1.1 States the name and address of the member appointing the proxy;
  - 34.1.2 Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed pursuant to Article 25.2;
  - 34.1.3 Is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 34.1.4 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.
- 34.2 The Association may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes.
- 34.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 34.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - 34.4.1 Allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 34.4.2 Appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **35 Delivery of Proxy Notices**

- 35.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.
- 35.2 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.
- 35.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meetings to which it relates.
- 35.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### **36 Amendments to Resolutions**

- 36.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 36.1.1 Notice of the proposed amendment is given to the Association in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
  - 36.1.2 The proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 36.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 36.2.1 The chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 36.2.2 The amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 36.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

### **37 Resolutions in Writing**

- 37.1 A resolution executed by such number of members as would have been required to vote for the resolution had it been proposed in general meeting at which all 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.
- 37.2 For the purposes of this Article 37:
- 37.2.1A resolution shall consist of one or more written instruments, or one or more electronic communications sent to an address specified for the purpose by the chief executive, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect;
  - 37.2.2 A written instrument is executed when the person executing it signs it;
  - 37.2.3 An electronic communication is executed when the person executing it sends it if it has been authenticated in such manner (if any) as the chief executive shall prescribe;
  - 37.2.4 The members need not execute the same written instrument or electronic communication;
  - 37.2.5 A resolution shall be effective when the chief executive certifies that sufficient evidence has been received by them that the resolution has been executed in accordance with this Article 37;
  - 37.2.6 If no chief executive is appointed, the chair shall perform the functions of the chief executive under this Article 37;
  - 37.2.7 The resolution must be accompanied by a statement informing the member how to signify their agreement to it and the date by which this is to be done; and
  - 37.2.8 A proposed written resolution will lapse if it is not passed before 28 days from the circulation date.

## **PART 6: FOOTBALL MANAGEMENT BOARD AND YOUTH NETWORK**

### **38 Bodies**

- 38.1 The football management board shall be prescribed from time to time by the board of directors as required.
- 38.2 Subject to approval of the directors, the youth network may amend or adopt standing orders or terms of reference regulating the business and membership of the youth network ("youth network terms").
- 38.3 The youth network shall have the powers as set out in Article 38.2, ("youth network terms"), and may have rights to consult and challenge the directors on matters agreed in

Article 38.2 ("youth network terms"), but in no event can the youth network make any decision on any financial or commercial matter or override the ultimate decision-making authority and powers of the directors.

### **39 Term Limits**

- 39.1 All members of the Football Management Board and its focus groups (and or sub/working groups) will be elected for a three-year term (subject to re-election). Subject to the terms of reference.
- 39.2 The Chair of each Focus Group will be elected for a three-year term (subject to re-election annually). Subject to the terms of reference.

### **40 President, Life Vice Presidents, and Honorary Life Members**

#### **President**

- 40.1 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 nomination and appointment committee will recommend the election of the President at each Annual General Meeting in accordance with Article 23.

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

#### **Life Vice Presidents & Honorary Life Members**

- 40.2 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.

Any person who has served in the position at Hampshire FA of President, Chair, Deputy Chair, 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 pursuant to Article 18.1 through to Article 18.12 during the term of service.

## **PART 7: LIABILITY OF MEMBERS AND DISSOLUTION**

### **41 Liability of Members**

- 41.1 Each member undertakes that if the Association is wound up while they are a member or within one year after they cease to be a member, they will contribute an amount to the assets of the Association as may be required for:
- 41.1.1 Payment of the Association's debts and liabilities contracted before they cease to be a member;

- 41.1.1 Payment of the costs, charges, and expenses of winding up; and
- 41.1.2 Adjustment of the rights of the contributories among themselves, provided that such amount shall not in aggregate exceed £1.

## **PART 8: ADMINISTRATIVE ARRANGEMENTS**

### **42 Means of Communication to be Used**

- 42.1 Subject to the Articles, anything sent or supplied by or to the Association under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.
- 42.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by how that director has asked to be sent or supplied with such notices or documents for the time being.
- 42.3 A director may agree with the Association that notices or documents sent to that director in a way is to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **43 When Notice or Other Communications are Deemed to Have Been Received**

- 43.1 Any notice, document or information sent or supplied by the Association to the members or any of them:
  - 43.1.1 By post, shall be deemed to have been received 24 hours after the time at which the envelope containing the notice, document or information was posted unless it was sent by second class post, or there is only one class of post, or it was sent by air mail to an address outside the United Kingdom, in which case it shall be deemed to have been received 48 hours after it was posted. Proof that the envelope was properly addressed, prepaid, and posted shall be conclusive evidence that the notice, document or information was sent;
  - 43.1.2 By being left at a member's registered address, or such other postal address as notified by the member to the Association for the purpose of receiving Association communications, shall be deemed to have been received on the day it was left;
  - 43.1.3 By electronic means, shall be deemed to have been received 24 hours after it was sent. Proof that a notice, document or information in electronic form was addressed to the electronic address provided by the member for the purpose of receiving communications from the Association shall be conclusive evidence that the notice, document or information was sent; and
  - 43.1.4 By making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this Article or, if later, the date on which it is first made available on the website.

### **44 Chief Executive (ex Officio)**

A chief executive may be appointed by the directors for such time, at such remuneration and upon such conditions as the directors may think fit, and any chief executive so appointed may be removed by the directors. The directors may from time to time by resolution appoint an assistant or deputy chief executive, and any person so appointed may act in place of the chief executive if there be no chief executive or no chief executive capable of acting.

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

### **45 Accounts**

- 45.1 The directors shall cause proper and adequate books of account to be kept to enable

- accounts to be prepared which comply with the relevant provisions of the Act and the statutes. Proper and adequate books shall not be deemed to be kept and/or deemed sufficient if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Association, to show and explain its transactions and to disclose with reasonable accuracy at any time, the financial position of the Association at any time.
- 45.2 The books of account shall be kept at the registered office of the Association, or, subject to section 388 of the Act, at such other place or places as the directors shall think fit and shall always be open to the inspection of any director.
- 45.3 The Association must, pursuant to section 423 of the Act, send a copy of its annual accounts and reports for each financial year to every member, to every holder of the Association's debentures and to every person who is entitled to receive notice of general meetings. Copies need not be sent to a person for whom the Association does not have a current address as defined in section 423 of the Act.
- 45.4 The Association must, pursuant to section 424 of the Act, comply with the obligations set out at Article 45.3 not later than:
- 45.1.1 The end of the period for filing accounts and reports to the Registrar of Companies;  
or
- 45.1.2 If earlier, the date on which the Association delivers its accounts to the Registrar of Companies.

#### **46 No Right to Inspect Accounts and Other Records**

Except as provided by law or authorised by the directors or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or documents merely by virtue of being a member.

#### **47 Rules and Byelaws**

- 47.1 The directors may from time to time make (and vary) such articles, membership rules or byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Association and for the purposes of prescribing (a) classes of and conditions of membership and (b) the rights, privileges, and obligations of membership, whether statutory membership or otherwise. The members shall have power to alter, add to or repeal any such rules or bye- laws and the directors shall adopt such means as they think sufficient to bring to the notice of the members all such rules or byelaws, which shall be binding on all members provided that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.
- 47.2 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 a 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).
- 47.3 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 31<sup>st</sup> March in any year. Upon receipt of any such proposals the Chief Executive shall, and not later than the 14<sup>th</sup> 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 14<sup>th</sup> May. At least 21 days prior to the date of the Annual General Meeting, the Chief Executive shall in accordance with Article 23 send to all members (who are entitled to vote) with the notice of the meeting, copies of all proposals and amendments received.
- 47.4 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.