

Company number 03760324

PRIVATE COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL

SPECIAL RESOLUTION

of

LANCASHIRE FOOTBALL ASSOCIATION LIMITED (Company)

Passed on 10 October 2019

At a general meeting of the Company duly convened and held at Lancashire FA, The County Ground, Leyland Lancashire PR252Lf on 10 October 2019 at 7pm, the following resolution was duly passed as a special resolution.

1. Special Resolution

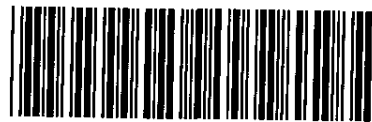
THAT with effect from the conclusion of the meeting the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

Signed.....



[Chair of the meeting OR Director]

TUESDAY



A8H3RAKZ

A15

29/10/2019

#259

COMPANIES HOUSE

DATED

2019

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY
GUARANTEE
ARTICLES OF ASSOCIATION

Brabners

55 King Street
Manchester
M2 4LQ

CONTENTS

Clause

1. Interpretation	4
2. Object	6
3. Income	7
4. Winding Up	7
5. Guarantee	7
6. Unanimous Decisions	7
7. Calling a Directors' Meeting	8
8. Quorum for Directors' Meetings	8
9. Casting Vote	8
10. Directors' Conflicts of Interest	8
11. Records of Decisions to be Kept	10
12. Number and Composition of Directors	10
13. Power of Company to Appoint Directors	10
14. Power of Board to Appoint Directors	10
15. FA Representative	11
16. Retirement of Directors	11
17. Procedure If Insufficient Directors Appointed	11
18. Removal of Directors	11
19. Vacation of Office By Director	11
20. Resolution As to Vacancy Conclusive	12
21. Powers of Executive Directors	12
22. Delegation to Committees	12
23. Secretary	13
24. Change of Company Name	13
25. Membership	13
26. Expulsion of Member	13
27. General Meetings	14
28. Notice of General Meetings	15
29. Quorum for General Meetings	15
30. Chairing General Meetings	15
31. Votes of Members	15
32. Poll Votes	15
33. Proxies	16
34. Honorary Membership	16
35. Votes of Honorary Members	16
36. Expulsion of Honorary Members	16
37. Means of Communication to be Used	17

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

LANCASHIRE FOOTBALL ASSOCIATION LIMITED (the "Company")

(Adopted by special resolution passed on 2019)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointor: has the meaning given in article 15(1);

Articles: means the Company's articles of association for the time being in force;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Board of Directors: the board of directors of the Company comprised of those directors specified in article 12;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

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

Electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

FA Representative: the director appointed from time to time to be the Company's representative at The Football Association in accordance with the articles of the Football Association;

The Football Association: the Football Association Limited of Wembley Stadium, Wembley, London HA9 0WS (company registration number 00077797)

Honorary Member: means a person whose name is entered in the Register of Members of the Company in accordance with article 34 and **Honorary Membership** shall be construed accordingly

Interested Director: has the meaning given in article 10.1;

Independent Non-Executive Directors: the persons appointed from time to time to be the independent non-executive directors of the Company in accordance with articles 13 and/or 14;

Lancashire: for the purposes of these Articles means, the area consisting of County of Lancaster. Overlapped by Liverpool County Football Association and Manchester County Football Association.

Member: means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 31;

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

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.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:

- 1.8.1 1 (Defined terms);
 - 1.8.2 2 (Liability of Members);
 - 1.8.3 8 (Unanimous decisions);
 - 1.8.4 9(1) and (3) (Calling a directors' meeting);
 - 1.8.5 11(2) and (3) (Quorum for directors' meeting);
 - 1.8.6 13 (Casting vote);
 - 1.8.7 14 (1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.8 17(2) (Methods of appointing directors);
 - 1.8.9 21 (Applications for membership);
 - 1.8.10 22 (Termination of membership);
 - 1.8.11 30(2) (Poll votes);
 - 1.8.12 31(1)(d) (Content of proxy notices);
 - 1.8.13 35 (Company seals);
 - 1.8.14 38 (Indemnity);
 - 1.8.15 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he/she remains the sole director)" after the words "and the director may".
- 2. Object**
- 2.1 The object for which the Company is established is to:
- 2.1.1 strategically lead, promote, develop and support the game of association football in Lancashire in every way in which the Company shall think proper, including through the principle of fair play and encouraging respect and sportsman-like behaviour by all involved;
 - 2.1.2 take such steps as shall be deemed necessary or advisable in Lancashire for enforcing the rules of the Company from time to time and the rules of the Football Association, preventing infringements of them and protecting the game of football from abuses within Lancashire;
 - 2.1.3 maintain, continue and provide for the affiliation (membership) and registration of players, clubs, referees, coaches and other organisations promoting or playing the game within Lancashire, to support such persons and organisations in every way;

- 2.1.4 regulate and manage football matches, leagues and competitions and develop the game within Lancashire or elsewhere; and
- 2.1.5 do all such things as may be deemed incidental or conducive to the attainment of these objects or any of them.

3. **Income**

- 3.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 3.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 3.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 3.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 3.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
 - 3.2.4 reasonable out-of-pocket expenses properly incurred by any director.

4. **Winding Up**

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

5. **Guarantee**

The liability of each Member is limited to £10 being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he/she is a Member or within one year after he/she ceases to be a Member, for

- 5.1.1 payment of the Company's debts and liabilities contracted before he/she ceases to be a Member,
- 5.1.2 payment of the costs, charges and expenses of the winding up, and
- 5.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

6. **Unanimous Decisions**

- 6.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

6.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

6.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

7. **Calling a Directors' Meeting**

7.1 Any director may call a directors' meeting by giving not less than [15] Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.

7.2 Notice of a directors' meeting shall be given to each director in writing.

7.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

8. **Quorum for Directors' Meetings**

8.1 Subject to article 8.2, the quorum for the transaction of business at a meeting of directors is any [four] Eligible Directors.

8.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 10 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

8.3 *If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:*

8.3.1 to appoint further directors; or

8.3.2 to call a general meeting so as to enable the Members to appoint further directors.

9. **Casting Vote**

9.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.

10. **Directors' Conflicts of Interest**

10.1 Where a conflict may arise the directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his/her duty to avoid conflicts of interest under section 175 of the Act.

10.2 Any authorisation under this article 10 shall be effective only if:

10.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

10.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

- 10.3 Any authorisation of a Conflict under this article 10 may (whether at the time of giving the authorisation or subsequently):
- 10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 10.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 10.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 10.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 10.3.5 provide that, where the Interested Director obtains, or has obtained (through his/her involvement in the Conflict and otherwise than through his/her position as a director of the Company) information that is confidential to a third party, he/she shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 10.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 10.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 10.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 10.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he/she derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 10.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he/she has declared the nature and extent of his/her interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 10.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 10.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he/she is interested;
 - 10.7.3 shall be not entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he/she is interested;

- 10.7.4 may act by himself or his/her firm in a professional capacity for the Company (otherwise than as auditor) and he/she or his/her firm shall be entitled to remuneration for professional services as if he/she were not a director;
- 10.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, anybody corporate in which the Company is otherwise (directly or indirectly) interested; and
- 10.7.6 shall not, save as he/she may otherwise agree, be accountable to the Company for any benefit which he/she (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his/her duty under section 176 of the Act.

11. Records of Decisions to be Kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

12. Number and Composition of Directors

- 12.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be subject to a maximum of twelve but shall not be less than four].
- 12.2 The Board of Directors may comprise the following:
- 12.2.1 the Chief Executive from time to time;
- 12.2.2 the FA Representative from time to time;
- 12.2.3 a maximum of number of six (but not less than one) persons elected by the Company in accordance with the provisions of article 13 and/or 14;
- 12.2.4 a maximum number of four (but not less than one) Independent Non-Executive Directors.

13. Power of Company to Appoint Directors

- 13.1 Subject to these Articles and the Companies Act, the Company may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing Board of Directors but the total number of directors shall not exceed any maximum number fixed in accordance with these Articles.
- 13.2 Before any director is appointed he/she or she must sign a letter of appointment which sets out the role and the responsibilities the said director is expected to fulfil.

14. Power of Board to Appoint Directors

- 14.1 Subject to these Articles, the Board of Directors shall have power at any time to appoint any person who is willing to act as a director, either to fill a vacancy or as an addition to the existing board but the total number of directors shall not exceed any maximum number fixed in accordance with these Articles.
- 14.2 Before any director is appointed in line with these articles he/she must sign a letter of appointment which sets out the role and the responsibilities the said director is expected to fulfil.

15. **FA Representative**

The Board of Directors shall by simple majority appoint one of the Board of Directors including the CEO to be the FA Representative in accordance with the articles of the Football Association.

16. **Retirement of Directors**

16.1 Any director other than the CEO who is appointed shall hold office as a director for a three year term from the board meeting at which he/she or she is appointed. He/she will be eligible for re-appointment, subject to the provisions of article 16.3.

16.2 At the general meeting immediately following the end of the director's term as detailed in article 16.1 the relevant director shall retire from office. Subject to article 16.3 a retiring director may offer himself or herself for re-appointment by the Members/Company/Board of Directors and a director that is so re-appointed will be treated as continuing in office without a break.

16.3 Subject to article 17, any director other than the CEO that has served three terms will not be eligible for re-appointment.

17. **Procedure If Insufficient Directors Appointed**

17.1 If:

17.1.1 at the annual general meeting in any year any resolution or resolutions for the appointment or re-appointment of the persons eligible for appointment or re-appointment as directors are put to the meeting and lost; and

17.1.2 at the end of that meeting the number of Directors is fewer than any minimum number of directors required under article 12.1,

all Retiring Directors who stood for re-appointment at that meeting (**Retiring Directors**) shall be deemed to have been re-appointed as directors and shall remain in office but the Retiring Directors may only act for the purpose of filling vacancies, convening general meetings of the Company and performing such duties as are essential to maintain the Company as a going concern, and not for any other purpose.

17.2 The Retiring Directors shall convene a general meeting as soon as reasonably practicable following the meeting referred to in article 17.1 and they shall retire from office at that meeting. If at the end of any meeting convened under this article the number of directors is fewer than any minimum number of directors required under article 12, the provisions of this Article shall also apply to that meeting.

18. **Removal of Directors**

In addition to any power of removal conferred by the Companies Act, the Company may by special resolution, or by ordinary resolution of which special notice has been given in accordance with section 312 of the Act, remove a director before the expiry of his/her period of office (without prejudice to a claim for damages for breach of contract or otherwise) and may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a director in his/her place.

19. **Vacation of Office By Director**

19.1 Without prejudice to the provisions for retirement (by rotation or otherwise) contained in these Articles, the office of a director shall be vacated if:

- 19.1.1 the director resigns by notice in writing delivered to the Secretary at the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a Board meeting;
 - 19.1.2 the director offers to resign by notice in writing delivered to the Secretary at the Office or at an address specified by the Company for the purposes of communication by electronic means or tendered at a Board meeting and the Board resolves to accept such offer;
 - 19.1.3 the director is requested to resign by all of the other directors by notice in writing addressed to him or her at his or her address as shown in the register of Directors (without prejudice to any claim for damages which the Director may have for breach of any contract between him or her and the Company);
 - 19.1.4 the director ceases to be a director by virtue of any provision of the Companies Acts, is removed from office pursuant to these Articles or the Act or becomes prohibited by law from being a director;
 - 19.1.5 the director becomes bankrupt or makes an arrangement or composition with his or her creditors generally;
 - 19.1.6 a registered medical practitioner who is treating the director gives a written opinion to the Company stating he or she has become physically or mentally incapable of acting as a director and may remain so for more than three months, or is or has been *suffering from mental or physical ill health and the Board resolves that his or her office be vacated*; or
 - 19.1.7 the director is absent (whether or not any alternate director appointed by the director attends), without the permission of the Board, from Board meetings for six consecutive months and a notice is served on the director personally, or at his or her residential address provided to the Company under section 165 of the Act signed by all the other directors stating that he or she shall cease to be a director with immediate effect (and such notice may consist of several copies each signed by one or more directors).
- 19.2 If the office of a director is vacated for any reason, he or she shall cease to be a member of any committee or sub-committee of the Board.

20. **Resolution As to Vacancy Conclusive**

A resolution of the Board of Directors declaring a director to have vacated office under the terms of Article 19 shall be conclusive as to the fact and ground of vacation stated in the resolution.

21. **Powers of Executive Directors**

21.1 The Board of Directors or any committee authorised by the Board of Directors may:

21.1.1 delegate or entrust to and confer on any director holding executive office (including the Chief Executive) such of its powers, authorities and discretions (with power to sub-delegate) for such time, on such terms and subject to such conditions as it thinks fit; and

21.1.2 revoke, withdraw, alter or vary all or any of such powers.

22. **Delegation to Committees**

22.1 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any

committee consisting of one or more directors and (if thought fit) one or more other persons provided that:

22.1.1 a majority of the members of a committee shall be directors; and

22.1.2 no resolution of a committee shall be effective unless a majority of those present when it is passed are directors or alternate directors.

23. **Secretary**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

24. **Change of Company Name**

The name of the Company may be changed by:

24.1.1 a decision of the directors; or

24.1.2 a special resolution of the Members,

or otherwise in accordance with the Act.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

25. **Membership**

25.1 The Company shall admit to Membership an organisation which:

25.1.1 applies to the Company using the application process approved by the directors; and

25.1.2 is approved by the directors.

A letter shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the Board of Directors.

25.2 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.

25.3 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.

25.4 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.

26. **Expulsion of Member**

26.1 The directors may terminate the Membership of any Member without his/her consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

- 26.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company and game or any or all of the Members and directors into disrepute; or
- 26.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- 26.1.3 has failed to observe the terms of these Articles and the Rules.

Following such termination, the Member shall be removed from the Register of Members.

- 26.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.
- 26.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.
- 26.4 The Company is committed to providing an environment free from harassment and bullying and ensuring all staff and volunteers are treated with dignity and respect. All members shall act in the best interest of the Committee and shall act in a manner that is courteous and professional towards staff and volunteers

GENERAL MEETINGS

27. General Meetings

- 27.1 The Company 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 notice calling it. The annual general meeting shall be held for the following purposes:
 - 27.1.1 to receive from the directors a full statement of account;
 - 27.1.2 to receive from the directors a report of the activities of the Company since the previous annual general meeting;
 - 27.1.3 to elect or re-elect the directors pursuant article 13 and article 15;
 - 27.1.4 to appoint or re-appoint the Company's auditors; and
 - 27.1.5 to transact such other business as may be brought before it in accordance with these Articles.
- 27.2 The directors may call general meetings and shall within twenty one days of calling such meeting proceed to give notice of the meeting for a date no later 28 thereafter. Such notice must state the purpose of the meeting.
- 27.3 Every Member and Honorary Member shall have the right to receive notice of and attend general meetings.

28. Notice of General Meetings

28.1 A general meeting shall be called by at least 21 clear days' notice. A general meeting may be called by shorter notice if it is so agreed:

28.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote at that meeting, and

28.1.2 in the case of any other meeting, by the majority in the 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.

28.2 The notice shall specify the time and place of the meeting and the general nature of such business.

29. Quorum for General Meetings

29.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be twenty members present by duly authorised representative.

29.2 No business shall be transacted by any general meeting unless a quorum is present (either in person or electronically, where such facilities are made available) at the commencement of the meeting and also when that business is voted on.

30. Chairing General Meetings

The chairperson of the Board of Directors shall chair general meetings. If the chairperson is unable to attend any general meeting, the vice chair of board or failing that director shall chair the meeting. and the appointment of the chair of the meeting must be the first business of the meeting.

31. Votes of Members

31.1 Subject to the Act, at any general meeting:

31.1.1 every Member who is present in person (or by proxy) shall on a show of hands have one vote; and

31.1.2 every Member present in person (or by proxy) shall on a poll have one vote.

31.2 Honorary Members do not have the right to vote at a general meeting.

31.3 Where it is proposed to amend the Articles, there shall be a 3 month consultation process between the board and the members to consider the proposed amendments before the resolution is proposed to the Members to vote upon.

32. Poll Votes

32.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

32.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

33. Proxies

- 33.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 33.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

HONORARY MEMBERS

34. Honorary Membership

- 34.1 The Company may admit to Honorary Membership an individual or organisation which:

- 34.1.1 is nominated to the company the Company using the nomination process approved by the directors;
- 34.1.2 The board of directors may accept nomination of honorary membership and the wider football community.

A letter shall be sent to each successful applicant confirming their Honorary Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the Board of Directors.

- 34.2 The directors may in their absolute discretion decline to accept any nomination / application for Honorary Membership and need not give reasons for doing so.
- 34.3 The directors may prescribe criteria for Honorary Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Honorary Members.

35. Votes of Honorary Members

- 35.1 Honorary Members have the right to notice of and attendance at general meetings but do not have the right to vote at general meetings.

36. Expulsion of Honorary Members

- 36.1 The directors may terminate the Honorary Membership of any Honorary Member without *his/her consent by giving the Honorary Member written notice if, in the reasonable opinion of the directors, the Honorary Member:*

- 36.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or the game any or all of the Members and directors into disrepute; or
- 36.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company or the game as a whole; or
- 36.1.3 has failed to observe the terms of these Articles.

Following such termination, the Honorary Member shall be removed from the Register of Members.

ADMINISTRATIVE ARRANGEMENTS

37. Means of Communication to be Used

37.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

37.1.1 if properly addressed and sent by United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

37.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

37.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

37.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

37.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

38. Rules

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

39. Indemnity and Insurance

39.1 Subject to article 39.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

39.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his/her duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his/her favour or in which he/she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his/her part or in connection with any application in which the court grants him, in his/her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

39.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 39.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

39.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

39.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

39.4 In this article:

39.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

39.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

39.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Company.