

Company number: 03867559

**The Companies Acts 1985 to 2006
Company Limited by Guarantee and not
having a Share Capital

Articles of Association
of
Northumberland Football Association Limited**

Incorporated on 28 October 1999

**Articles amended by special resolutions dated 29 May 2008, 21 May 2015, 7 June 2017, 28
November 2017, 09 September 2020, 21 September 2022 and 2023**

Contents

Clause	Page
1. Definitions and Interpretation.....	1
2. Name and Office.....	9
3. Objects.....	9
4. Exercise of Powers.....	9
5. Income and Expenditure.....	13
6. Liability of Members.....	16
7. Members' Guarantee.....	16
8. Residual Assets.....	17
9. Members.....	17
10. Classes of Membership.....	17
11. Associate Membership.....	18
12. Admission to Membership.....	18
13. Cessation of Membership.....	18
14. Annual General Meeting.....	20
15. Calling General Meetings.....	20
16. Notice of General Meetings.....	20
17. Proceedings at General Meetings.....	21
18. Voting Procedure at General Meetings.....	22
19. Votes of Members.....	23
20. Proxies.....	24
21. Amendments to Resolutions.....	26
22. Written Resolutions.....	26
23. The Trustees.....	27
24. Powers of Trustees.....	28
25. Eligibility to be a Trustee.....	28
26. Term of Office.....	29
27. Independent Trustees.....	30
28. Chair.....	30
29. Disqualification and Removal of Trustees.....	30
30. Trustees' Appointments.....	31
31. Proceedings of Trustees.....	32
32. Declaring Conflicts of Interest.....	34
33. Authorising Conflicts of Interest.....	35
34. Validity of Trustees' Acts.....	37
35. Written Resolutions of Trustees.....	38
36. Delegation by the Trustees.....	38
37. Delegation to Committees.....	38

38.	Delegation of Management Powers	39
39.	Delegation of Investment Management.....	39
40.	Honorary President.....	40
41.	Honorary Vice Presidents	40
42.	Life Members	40
43.	FA Representative	40
44.	Bank Account.....	41
45.	Secretary	41
46.	Seal.....	41
47.	Irregularities	41
48.	Minutes	41
49.	Records and Accounts.....	42
50.	Communications by the Charity.....	42
51.	Trustees' Gratuities and Pensions.....	43
52.	Indemnity	44
53.	Rules of The Football Association	44
54.	Rules.....	44
55.	Alteration of the Articles.....	45
56.	Winding Up	46

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**Articles of Association
of
Northumberland Football Association Limited**

1. Definitions and Interpretation

1.1 In these Articles, unless the context requires otherwise:

Affiliated Club means a football club which the Trustees have accepted from time to time may affiliate to the Charity;

Affiliated League means a league of Affiliated Clubs which the Trustees have accepted from time to time may affiliate to the Charity;

Annual General Meeting has the meaning given in Article 14;

Articles means these articles of association of the Charity;

Associate Member means a person who the Charity from time to time has admitted as an associate member of the Charity in accordance with these Articles and any Rules (and **Associate Membership** shall be construed accordingly);

Benevolent Fund means The Northumberland Football Association Benevolent Fund (charity no: 252433);

Board	means the board of Trustees of the Charity;
CA 2006	means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force;
Chair	means the person appointed in accordance with Article 28 from time to time to be the Chair of the Trustees;
Charity	means the company intended to be regulated by these Articles;
Chief Executive Officer	means the person appointed from time to time to be the Chief Executive Officer of the Charity;
Circulation Date	in relation to a written resolution has the meaning given in Section 290 of the CA 2006;
Clear Days	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
Commission	means the Charity Commission for England and Wales (or its successor);
Companies Acts	has the meaning given to it in Section 2 of the CA 2006 insofar as the Companies Acts apply to the Charity;
Competition	means a competition of Affiliated Clubs which the Trustees has accepted from time to time may affiliate to the Charity;
Connected Person	in relation to a Trustee means any person falling within 1 (one) or more of the following categories:

- (a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild of a Trustee;
- (b) the spouse or civil partner of any person in paragraph (a) above;
- (c) any person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is referred to in paragraph (a) or (b) above;
- (d) any company, partnership, limited liability partnership or firm of which a Trustee is a paid director, member, partner or employee or a shareholder holding more than 1 (one) per cent of the issued share capital;

(and in relation to a Trustee **Connected** has a corresponding meaning);

County

means the area within the county boundaries of Northumberland or such other geographical area as is determined from time to time by the Trustees;

County FA

means a county football association (or non-geographical equivalent) as recognised from time to time by The Football Association;

Document

includes a summons, notice, order or other legal process and includes, unless otherwise

	specified, any document sent or supplied in Electronic Form;
Electronic Form and Electronic Means	have the meanings respectively given to them in Section 1168 of the CA 2006;
executed	includes any mode of execution;
FA Representative	means the person appointed in accordance with these Articles and any Rules to be the Charity's representative from time to time at The Football Association under the articles of association of The Football Association;
Financial Director	means the person appointed from time to time to be the financial director of the Charity;
Financial Expert	means an individual, company or firm who or which is authorised to give investment advice under the Financial Services and Markets Act 2000 including any statutory re-enactment or modification of it;
Game	means the game of association football;
Hard Copy and Hard Copy Form	have the meanings respectively given to them in Section 1168 of the CA 2006;
Honorary President	means the person appointed from time to time to be Honorary President of the Charity in accordance with these Articles and any Rules;
Honorary Vice Presidents	means the persons appointed from time to time to be the Honorary Vice Presidents of the Charity in accordance with these Articles and any Rules;

independent

in relation to a Trustee or any other person means a person who is free from any close connection to the Charity and, from the perspective of an objective outsider, would be viewed as independent. A person may still be deemed to be independent even if they are a member of the Charity and/or play the Game. Examples of a close connection include situations where a person:

- (a) is or has within the last four years been actively involved in the affairs of the Charity or any Subsidiary Company (for example, as a representative of a specific interest group within the Charity);
- (b) is or has within the last four years been an employee of the Charity or any Subsidiary Company; or
- (c) has close family ties with any of the Trustees, directors or senior employees of the Charity or any Subsidiary Company;

Independent Trustees

means the persons appointed as Trustees who are independent;

Laws of the Game

means the laws of association football as settled by FIFA from time to time;

Life Members	means the persons appointed from time to time to be life members of the Charity in accordance with these Articles and any Rules;
Members	means the legal members of the Charity for the purposes of these Articles and the Companies Acts (and Membership shall be construed accordingly);
Membership Rules	means the rules governing membership of the Charity (if any) created and amended from time to time under these Articles;
Memorandum	means the memorandum of association of the Charity;
Objects	has the meaning given in Article 3;
Office	means the registered office of the Charity;
Officers	includes the Trustees and the Secretary of the Charity;
Public Holiday	means Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, early May bank holiday, Spring bank holiday and Summer bank holiday and any day that is a public holiday or a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Charity is registered;
Register of Members	has the same meaning as in section 113 of the CA 2006;

Rules	means the rules, regulations, standing orders and bye-laws of the Charity as amended from time to time including the Membership Rules;
Rules of The Football Association	means the rules of The Football Association as amended from time to time;
Seal	means the common seal of the Charity (if any);
Secretary	means the company secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity including a joint, assistant or deputy secretary (if any);
Senior Independent Trustee	has the meaning given in Article 27.4;
Standing Committees	means the standing committees of the Trustees created in accordance with Article 31.3 as amended from time to time in accordance with Article 31.4;
Subsidiary Company	means any company in which the Charity holds more than 50 (fifty) per cent of the shares, controls more than 50 (fifty) per cent of the voting rights attached to the shares or has the right to appoint a majority of the board of directors;
The Football Association	means The Football Association Limited, a private company limited by shares (company number: 00077797) or its successor;
Trustees	means the directors of the Charity, who are charity trustees as defined by Section 177 of the Charities Act 2011 (and Trustee has a corresponding meaning);

United Kingdom means Great Britain and Northern Ireland;

Writing includes 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;

Year and Years means the period between an Annual General Meeting and the next one; and

- 1.2 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts as in force on the day on which the Articles become binding on the Charity.
- 1.3 Subject to Article 1.2 any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it.
- 1.4 Words denoting the masculine gender only shall include the feminine and neuter gender. Use of the singular includes the plural and vice versa. Words denoting persons include bodies corporate (howsoever incorporated) and unincorporated including unincorporated associations of persons and partnerships.
- 1.5 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 The terms **charity, charitable purpose** and **public benefit** shall be construed in accordance with section 1, 2 or 4 respectively of the Charities Act 2011 having due regard to any guidance issued by the Commission from time to time.
- 1.7 Headings are inserted for convenience only and do not affect the construction of these Articles.
- 1.8 The model articles of association for a company limited by guarantee set out in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI2008/3229) and any amendment or replacement from time to time shall not apply to the Charity and are hereby expressly excluded.

2. **Name and Office**

2.1 The name of the Charity is Northumberland Football Association Limited save that the Charity's name may be changed by special resolution or a unanimous decision of the Trustees in accordance with these Articles.

2.2 The Office of the Charity is to be situated in England and Wales.

3. **Objects**

The Charity's objects (**Objects**) are for the public benefit generally but with particular reference to the inhabitants of the County and its surrounding areas:

3.1 to promote, develop and support community participation in healthy recreation by providing or assisting in the provision of facilities for the playing of the Game and such other sports or physical activities which improve fitness and health (**facilities** in this Article 3 means land, buildings, equipment and organising sporting activities);

3.2 to advance amateur sport by promoting the amateur playing of the Game and such other sports or games which promote health by involving physical or mental skill or exertion and which are undertaken on an amateur basis;

3.3 to advance education (including academic and physical education) by such means as the Trustees think fit including by:

3.3.1 helping and educating children and young people by providing facilities for the playing of the Game and other sports as to develop their physical, mental and social capacities that they may grow to full maturity as individuals and members of the community;

3.3.2 helping and educating persons involved in the coaching and/or refereeing of the Game by providing relevant tuition and/or resources;

3.4 to relieve people with disabilities, learning difficulties or ill-health by the provision of facilities for the playing of the Game and other sport, recreation or leisure time occupation in the interests of social welfare and with the object of improving the conditions of life of such people.

4. **Exercise of Powers**

In furtherance of the Objects but not otherwise the Charity may exercise the following powers:

4.1 to provide for, organise and deal with the affiliation and registration of clubs and other organisations, leagues, cup competitions, and tournaments;

- 4.2 to provide for the affiliation and registration of players, referees, coaches and others involved in the Game;
- 4.3 to provide for sports coaching and training, holding matches and organising related activities;
- 4.4 to take steps as shall be thought necessary to prevent infringement of the Laws of the Game or any improper methods of practices of the Game;
- 4.5 to make, adopt, vary and publish Rules for regulation of the Game within the County or such other area as the Trustees shall determine;
- 4.6 to support the principle of fair play in the Game by encouraging everyone involved to show respect to each other and to behave in a sporting manner both on and off the field;
- 4.7 to promote, foster, develop and support organisations designed to promote, foster, develop and support the Game, including playing, training and regulation of players, coaches and referees, the promotion of sportsmanship, the advancement of sciences and medicine as they apply to the Game and in any way in relation to all other aspects of the Game;
- 4.8 to cooperate with The Football Association in all matters relating to the Game including compliance with the Rules of The Football Association;
- 4.9 to promote and carry out research (provided that such research shall be made available to the public);
- 4.10 to provide information, advice and guidance;
- 4.11 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;
- 4.12 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Charity;
- 4.13 to accept or disclaim gifts of money or any other property;
- 4.14 to raise funds and to invite and receive contributions (provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations);
- 4.15 to purchase, take on, lease, acquire, alter, improve, construct and maintain property and equip it for use;
- 4.16 to sell, charge, let, mortgage or otherwise dispose of property and buildings (subject to such consents as may be required by law including Part 7 of the Charities Act 2011);

- 4.17 (subject to Article 5 below) to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable provisions for the payment of pensions and superannuation to staff and their dependants;
- 4.18 to support or establish or aid in the establishment of any charities formed for all or any of the Objects;
- 4.19 to acquire, merge, collaborate, amalgamate or co-operate with other charities or voluntary bodies operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.20 alone or with other organisations to seek to influence public opinion and to make representations to and to seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations (provided that at all times all such activities shall be confined to those which a charity may properly undertake);
- 4.21 (subject to Section 189 of the Charities Act 2011) to insure the property of the Charity against any foreseeable risk and to take out other insurance policies to protect the Charity and the Trustees when required including:
- 4.21.1 the provision of indemnity insurance to cover the liability of the Trustees and other Officers:
- 4.21.1.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity;
- 4.21.1.2 to make contributions to the assets of the Charity in accordance with the provisions of Section 214 of the Insolvency Act 1986;
- 4.21.2 any such insurance in the case of Article 4.21.1 above shall not extend to:
- 4.21.2.1 any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Charity, or which the Trustees did not care whether it was in the best interests of the Charity or not;

- 4.21.2.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
 - 4.21.2.3 any liability to pay a fine;
- 4.21.3 any insurance in the case of Article 4.21.1 shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;
- 4.22 to establish or acquire subsidiary companies to assist or act as agents for the Charity or to carry on any trading activity;
- 4.23 to borrow money and give security for loans subject always to and in accordance with the Trustee Act 2000 and the Charities Act 2011;
- 4.24 to deposit or invest the Charity's funds in or upon any investments, securities or property of any kind or in any other manner as the Trustees may think fit;
- 4.25 to employ or engage a Financial Expert or Experts and to arrange for the investments or other property of the Charity to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.26 to deposit documents or other physical assets with any company or other body registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required;
- 4.27 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation of the Charity and its registration with the Charity Commission and HM Revenue & Customs and the maintenance of a policy of trustee indemnity insurance (as the Trustees may require from time to time in accordance with Article 4.21 above);
- 4.28 to lend money and give credit and take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.29 to apply the capital or income of the Charity:

- 4.29.1 to make loans (either free of interest or at such rate(s) of interest and on such terms as the Trustees shall at their sole discretion decide) of such amount as the Trustees may determine; and
- 4.29.2 to make grants, prizes, awards, scholarships or bursaries to such person(s), association, club, company or other organisation in furtherance of the Charity's Objects as the Trustees shall at their sole discretion decide;
- 4.30 to set aside income for special purposes or as a reserve against future expenditure but only in accordance with a policy in Writing on reserves determined by the Trustees; and
- 4.31 to do all such other lawful things as may further the Objects.

5. **Income and Expenditure**

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 5.2 No part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Members of the Charity and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity:
 - 5.2.1 provided that nothing in these Articles shall prevent any payment in good faith by the Charity:
 - 5.2.1.1 of a benefit to any Member of the Charity or to any Trustee (or a Connected Person) in his or her capacity as a beneficiary of the Charity;
 - 5.2.1.2 Trustee (or Connected Person) of reasonable and proper out of pocket expenses reasonably and properly incurred in the discharge of their duties to the Charity;
 - 5.2.1.3 of fees, remuneration or other benefit in money or money's worth to any company of which a Member of the Charity, or a Trustee (or a Connected Person) may also be a member holding not more than 1 (one) per cent of the issued share capital of that company;
 - 5.2.1.4 of reasonable and proper remuneration for any goods or services supplied to the Charity by any Member of the Charity a Trustee (or a Connected Person);

- 5.2.1.5 of reasonable and proper remuneration to any Trustee (or a Connected Person) for any goods or services supplied to the Charity on the instructions of the Trustees (excluding in the case of a Trustee the service of acting as Trustee) provided that this provision together with Article 5.3.5 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision is also treated as applying to any Trustee if it applies to a person Connected with that Trustee);
- 5.2.1.6 of interest on money lent by any Member of the Charity, or a Trustee (or a Connected Person) at a reasonable and proper rate;
- 5.2.1.7 of reasonable and proper rent or hire fee for premises demised or let or hired out by any Member of the Charity, or a Trustee (or a Connected Person);
- 5.2.1.8 of reasonable and proper premiums in respect of trustee indemnity insurance effected in accordance with Article 4.21;
- 5.2.1.9 to any Trustee or other Officer of the Charity of any indemnity effected in accordance with Article 52;
- 5.2.1.10 of any benefit expressly authorised in Writing by the Commission; or
- 5.2.1.11 subject to Article 5.2.2, a Trustee or a Connected Person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or a Connected Person;

so long as in the case of any benefit conferred on a Trustee or a Connected Person under this Article 5.2 the relevant Trustee must comply with Article 32 (Declaring Conflicts of Interest).

5.2.2 The Charity and its Trustees may only rely upon the authority provided by Article

5.2.1.11 if each of the following conditions is satisfied:

- 5.2.2.1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Trustees (as the case may be) and the Trustee or Connected Person supplying the goods (the supplier) under which the supplier is to supply the goods in question to or on behalf of the Charity;

- 5.2.2.2 the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- 5.2.2.3 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so;
- 5.2.2.4 the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity;
- 5.2.2.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
- 5.2.2.6 the reason for their decision is recorded by the Trustees in the minute book; and
- 5.2.2.7 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 5.

5.3 These Articles shall not prevent any payment in good faith by any Subsidiary Company:

- 5.3.1 of a benefit to any Member of the Charity, or to any Trustee (or Connected Person) in his or her capacity as a beneficiary of the Charity or any Subsidiary Company;
- 5.3.2 to any Trustee (or Connected Person) of reasonable and proper out of pocket expenses reasonably and properly incurred in the discharge of their duties to the Charity or any Subsidiary Company;
- 5.3.3 of fees, remuneration or other benefit in money or money's worth to any company of which a Member of the Charity, or a Trustee (or Connected Person) may also be a member holding not more than 1 (one) per cent of the issued share capital of that company;
- 5.3.4 of reasonable and proper remuneration for any goods or services supplied to any Subsidiary Company by any Member of the Charity who is not a Trustee (or a Connected Person);

- 5.3.5 of reasonable and proper remuneration to any Trustee (or a Connected Person) for any goods or services supplied to any Subsidiary Company with the approval of the Trustees (excluding in the case of a Trustee the service of acting as a Trustee of the Charity but including any other services performed by a Trustee or a Connected Person under a contract of employment with any Subsidiary Company) provided that this provision together with Article 5.2.1.5 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision is also treated as applying to any Trustee if it applies to a person Connected with that Trustee);
- 5.3.6 of interest on money lent by any Member of the Charity, a Trustee (or a Connected Person) with the approval of the Trustees at a reasonable and proper rate;
- 5.3.7 of reasonable and proper rent or hire fee for premises demised or let or hired out by any Member of the Charity, a Trustee (or a Connected Person);
- 5.3.8 of reasonable and proper premiums in respect of indemnity insurance effected in subject to the Companies Acts;
- 5.3.9 to any Trustee or other officer of any Subsidiary Company of any indemnity effected subject to the Companies Acts; or
- 5.3.10 of any benefit expressly authorised in Writing by the Commission;
- so long as, in the case of any benefit conferred on a Trustee or a Connected Person under Articles 5.3.5 to 5.3.7 inclusive, the relevant Trustee must obtain the approval of the Trustees and comply with Article 32 (Declaring Conflicts of Interest).

6. Liability of Members

The liability of the Members is limited.

7. Members' Guarantee

Every Member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a Member or within 1 (one) year after he or she ceases to be a Member for:

- 7.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a Member;
- 7.2 payment of the costs, charges and expenses of winding up; and
- 7.3 adjustment of the rights of the contributors among themselves.

8. Residual Assets

- 8.1 At any time before, and in expectation of, the winding up or dissolution of the Charity the Members of the Charity or, subject to any resolution of the Members, the Trustees may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:
- 8.1.1 directly for the Objects of the Charity;
 - 8.1.2 to any charity or charities for purposes falling within the Objects of the Charity; or
 - 8.1.3 to any charity or charities for purposes similar to the Objects of the Charity.
- 8.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity under this Article 8 (except to any Member which is itself a charity chosen to benefit under this Article 8).
- 8.3 If no resolution is passed in accordance with Article 8.1, the net assets of the Charity shall be transferred to the Benevolent Fund or shall be applied for such charitable purposes as directed by the Commission.

MEMBERS

9. Members

- 9.1 The Trustees and such other persons or organisations as are admitted to Membership in accordance with the Membership Rules made under Article 54 (Rules) shall be the Members of the Charity from time to time.
- 9.2 The Trustees shall be admitted to Membership upon appointment as a Trustee (and shall be deemed to have consented to being admitted to Membership) and shall cease to be a Member (unless otherwise entitled to Membership under the Membership Rules) upon ceasing to be a Trustee.
- 9.3 The Trustees must keep and maintain a Register of Members.

10. Classes of Membership

- 10.1 The Trustees may make Membership Rules under Article 54 (Rules) establishing classes of Membership with different rights and obligations and shall record such rights and obligations in the Register of Members.

10.2 The Trustees may not directly or indirectly alter the rights or obligations attached to a class of Membership.

10.3 The rights attached to a class of Membership may only be varied if:

10.3.1 three-quarters of the Members of that class consent in writing to the variation; or

10.3.2 a special resolution is passed at a separate general meeting of the Members of that class agreeing to the variation.

10.4 The provisions in these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of Members.

11. **Associate Membership**

The Trustees may make Rules under Article 54 (Rules) establishing such classes of Associate Membership (if any) with such description and with such rights and obligations (including the obligation to pay a subscription or affiliation fee) as they think fit and may admit and remove such Associate Members in accordance with such Rules as the Trustees shall make provided that no such Associate Members shall in such capacity be Members of the Charity for the purposes of these Articles or the Companies Acts.

12. **Admission to Membership**

12.1 Subject to Article 9 (Members), no person may become a Member of the Charity unless:

12.1.1 the Member is eligible for Membership in accordance with the Membership Rules;

12.1.2 he or she has applied for Membership in a manner approved by the Trustees; and

12.1.3 the Trustees have approved the application.

12.2 Unless the Charity in general meeting shall make other provision under Article 54 (Rules), the Trustees may in their reasonable discretion decline any application for Membership of the Charity.

12.3 Membership is not transferable to anyone else.

13. **Cessation of Membership**

13.1 A Member may resign from Membership of the Charity by giving at least 7 (seven) Clear Days' notice in Writing to the Charity provided that upon such retirement taking effect the number of Members is not less than 1 (one).

13.2 Membership shall terminate if:

13.2.1 the Member dies or, if it is an organisation, ceases to exist;

13.2.2 the Member, being an individual, is convicted of a criminal offence which involves dishonesty;

13.2.3 the Member resigns in accordance with Article 13.1;

13.2.4 the Member is in arrears to the Charity and his or her subscriptions or affiliation fees or any other payments to the Charity are at least 6 (six) months overdue;

13.2.5 the Member is removed from Membership by a resolution of the Trustees on the grounds that it is in the best interests of the Charity that his or her Membership is terminated. A resolution to remove a Member from Membership may only be passed if:

13.2.5.1 the Member has been given at least 21 (twenty one) days' notice in Writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and

13.2.5.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make representations to the meeting;

where such Member has not withdrawn from Membership by submitting written notice of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership, the Member shall so request in Writing, the matter shall be submitted to a properly convened and constituted meeting of the Trustees. The Trustees and the Member whose expulsion is under consideration shall be given at least 14 (fourteen) days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the meeting is entitled to present a statement in his defence either verbally or in Writing, and he shall not be required to withdraw from Membership unless half of the Trustees present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the Member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the Members shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a Member and his name shall be erased from the register of Members; or

13.2.6 the Member no longer satisfies the applicable eligibility criteria or conditions of membership set out in the Membership Rules.

14. **Annual General Meeting**

14.1 The Trustees shall call an annual general meeting of the Charity (**Annual General Meeting**) each year and not more than 15 (fifteen) months shall elapse between the date of one Annual General Meeting and the next.

14.2 The business of the Annual General Meeting shall include the following items:

14.2.1 receive the Trustees' report on the Charity's activities since the previous Annual General Meeting;

14.2.2 receive from the Trustees a full statement of account;

14.2.3 consider any proposed amendments to the Articles or Rules of the Charity;

14.2.4 appoint the Charity's auditors or independent examiners;

14.2.5 discuss and determine any issues of policy or deal with any other business put before them; and

14.2.6 transact any other business as may be brought before it in accordance with these Articles.

15. **Calling General Meetings**

15.1 The Trustees may call a general meeting at any time and, on the requisition of one tenth of Members pursuant to the provisions of the Companies Acts, the Trustees shall call a general meeting within 21 (twenty one) days from the date of receipt of the requisition and the general meeting shall be held no later than 28 (twenty eight) days after the date of the notice calling the meeting.

15.2 Such requisition must state the object of the meeting.

15.3 If there are not within the United Kingdom sufficient Trustees to call a general meeting any Trustee or any Member of the Charity may call a general meeting.

16. **Notice of General Meetings**

16.1 A general meeting shall be called by at least 14 (fourteen) Clear Days' notice but a general meeting may be called by shorter notice if it is agreed by a majority in number of Members having a right to attend and vote being a majority together holding not less than 90 (ninety) per cent of the total voting rights at the meeting of all the Members.

- 16.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. If a special resolution is to be proposed, the notice must include the text of the proposed resolution and specify that it is proposed as a special resolution. The notice must also contain a statement setting out the right of Members to appoint a proxy under Section 324 of the CA 2006.
- 16.3 Notice of any general meeting shall be given to every Member, to the Trustees and to the Charity's auditors (if any).
- 16.4 The accidental omission to give notice of a general meeting to or the non-receipt of notice of a general meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.
17. **Proceedings at General Meetings**
- 17.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise determined by ordinary resolution, 20 (twenty) persons entitled to vote upon the business to be transacted (being a Member, a proxy or a duly authorised representative of an organisational Member but excluding Associate Members) shall constitute a quorum.
- 17.2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Trustees may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall constitute a quorum.
- 17.3 The Chair shall preside as chair each general meeting but if the Chair is not present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect 1 (one) of their number to be chair of the meeting and, if there is only 1 (one) Trustee present and willing to act, he or she shall be chair of the meeting. If no Trustee is willing to act as chair of the meeting or if no Trustee is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose 1 (one) of their number to be chair of the meeting.
- 17.4 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to

place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 (fourteen) days or more at least 7 (seven) Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

17.5 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at the general meeting and in particular 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 whether directly or by telephone communication or by video conference, an internet video facility or similar electronic method allowing visual and/or audio participation.

18. **Voting Procedure at General Meetings**

18.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded.

18.2 Subject to the provisions of the Companies Acts, a poll may be demanded:

18.2.1 by the chair of the meeting; or

18.2.2 by at least 5 (five) Members having the right to vote at the meeting.

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

18.4 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

18.5 A poll shall be taken as the chair of the meeting directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

- 18.6 An ordinary resolution may only be passed by a simple majority in accordance with Section 282 of the CA 2006. A special resolution may only be passed by a majority of not less than 75 (seventy five) per cent in accordance with Section 283 of the CA 2006.
- 18.7 In the case of an equality of votes whether on show of hands or on a poll if the chair of the meeting is a Member he shall be entitled to a casting vote in addition to any other vote he or she may have.
- 18.8 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than 14 (fourteen) days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business or other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.
- 18.9 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least 7 (seven) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
19. **Votes of Members**
- 19.1 Subject to Articles 18.7 and 19.2, every Member shall have 1 (one) vote at a general meeting and be entitled to appoint another person as his or her proxy to exercise any of his or her rights to attend and speak and vote at a general meeting of the Charity.
- 19.2 No Member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the Charity have been paid.
- 19.3 Each Member is entitled to appoint no more than 1 (one) person as his or her proxy to exercise all or any of his or her rights to attend and to speak and vote at a general meeting of the Company. A proxy must vote in accordance with any instructions given by the Member by whom the proxy is appointed.
- 19.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting

shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

19.5 A vote given or poll demanded by the duly authorised representative of a corporate Member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

19.6 Any corporate which is a Member of the Charity may by resolution of its council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he or she represents as the organisation could exercise if it were an individual Member of the Charity.

20. Proxies

20.1 An instrument appointing a proxy shall be in Writing, signed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve from time to time):

"I/We,, of, being a Member/Members of the above named charity, hereby appoint of, or in his absence, of as my/our proxy to vote in my/our name[s] and on my/our behalf at the Annual General Meeting/general meeting of the Charity to be held on20[], and at any adjournment thereof.

Signed on 20[]"

20.2 Where it is desired to afford Members an opportunity of instructing the proxy how he or she shall act, the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

"I/We,, of, being a Member/Members of the above named charity, hereby appoint of, or in his absence, of, as my/our proxy to vote in my/our name[s] and on my/our behalf at the Annual General Meeting/ general meeting of the Charity, to be held on 20[], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

*Resolution No. 1 *for *against*

*Resolution No. 2 *for *against.*

**Strike out whichever is not desired.*

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on 20[]”

- 20.3 The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the Trustees may:
- 20.3.1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice calling the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 (forty eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
 - 20.3.2 in the case of a poll taken more than 48 (forty eight) hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 (twenty four) hours before the time appointed for the taking of the poll;
 - 20.3.3 where the poll is not taken forthwith but is taken not more than 48 (forty eight)) hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair of the meeting or to the Secretary or to any Trustee;
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
- 20.4 A vote given or poll demanded by proxy or by the duly authorised representative of a corporate Member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

21. **Amendments to Resolutions**

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

21.1.1 notice of the proposed amendment is given to the Charity 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

21.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

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

21.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

21.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

21.3 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.

22. **Written Resolutions**

22.1 Subject to this Article 22 and the Companies Acts, a written resolution agreed by:

22.1.1 in the case of an ordinary resolution Members representing more than 50 (fifty) per cent; or

22.1.2 in the case of a special resolution Members representing not less than 75 (seventy five) per cent;

of the total voting rights of Eligible Members shall be as effective as if passed at a duly convened general meeting. For the purposes of this Article 22 the **Eligible Members** are the Members who would have been entitled to vote on the written resolution on the Circulation Date of the resolution.

22.2 Subject to Article 19.2, on a written resolution each Member shall have one vote.

22.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

- 22.4 A Members' resolution under the Companies Acts removing a Trustee or the Charity's auditors (if any) before the expiry of his or her term of office may not be passed as a written resolution.
- 22.5 A copy of the proposed written resolution must be sent to every Eligible Member together with a statement informing the Member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 22.6 The required majority of Eligible Members must signify their agreement to the written resolution within the period of 28 (twenty eight) days beginning with the Circulation Date.

TRUSTEES

23. The Trustees

- 23.1 The number of Trustees shall be not less than 3 (three) and, shall be not more than 12 (twelve).
- 23.2 The Trustees shall comprise the following:
- 23.2.1 the Chair;
 - 23.2.2 the Chief Executive Officer (ex officio);
 - 23.2.3 the Financial Director;
 - 23.2.4 the Chair of the Equality, Diversity & Inclusion Committee;
 - 23.2.5 Independent Trustees; and
 - 23.2.6 any other Trustees appointed or co-opted under these Articles from time to time.
- 23.3 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of Trustees.
- 23.4 Not less than one third of the Board from time to time shall be Independent Trustees.
- 23.5 New Trustees shall be recommended by the Nominations Committee and appointed by the Trustees of the Charity, following an open advertisement and recruitment process (to be conducted in such manner as the Board shall determine) and in accordance with any Rules.
- 23.6 The Trustees shall decide which suitably qualified person should be appointed as the Financial Director for such term and (subject to Article 5) upon such conditions as they think fit. Any person so appointed may be removed by the other Trustees at any time. The Trustees may fill any casual vacancy in the position of Financial Director.
- 23.7 The Trustees may from time to time co-opt other persons to the Board on a temporary basis, provided that any co-opted Trustees shall not be entitled to hold office for a period of longer than one year save in exceptional circumstances documented by the Trustees.

- 23.8 The Charity has adopted a target of, and shall take all appropriate actions to encourage:
- 23.8.1 a minimum of 30% of each gender on the Board;
 - 23.8.2 greater diversity, by demonstrating a strong and public commitment to progressing towards diversity on the Board, including by adopting diversity targets, which reflect the diversity of the Charity's local area. The Charity shall publish its work to foster diversity on its website.

24. Powers of Trustees

- 24.1 Subject to the provisions of the Companies Acts and the Articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity.
- 24.2 No alteration of the Articles and no such direction by the Members shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given.
- 24.3 The powers given by this Article 24 shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
- 24.4 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers namely:
- 24.4.1 to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Charity; and
 - 24.4.2 to enter into contracts on behalf of the Charity.

25. Eligibility to be a Trustee

- 25.1 Any person who is eligible and willing to act as a Trustee may be appointed to be a Trustee in accordance with these Articles and any Rules.
- 25.2 No person may be appointed as a Trustee:
- 25.2.1 unless he or she also consents to admission as a Member of the Charity;

- 25.2.2 unless he or she has attained the age of 18 (eighteen) years;
- 25.2.3 if (had he or she already been a Trustee) he or she would have been disqualified from acting under the provisions of Article 29 (Disqualification and Removal of Trustees); or
- 25.2.4 his or her appointment would result in the number of Trustees exceeding the maximum set by or in accordance with these Articles.

26. **Term of Office**

- 26.1 Subject to Article 26.4, each Trustee (except for the Chief Executive Officer and the Chair) shall retire from office at the conclusion of the third Annual General Meeting following the commencement of his or her term of office but shall then be eligible for reappointment under Article 26.1.
- 26.2 Trustees retiring under Article 26.1 may, subject to the approval of the Members at the third Annual General Meeting following his or her most recent retirement, be reappointed; but, subject to Article 26.3, a Trustee who has served for 9 (nine) years consecutively must take a break from office of at least 4 (four) years **save that:**
 - 26.2.1 in exceptional circumstances, the Board may permit such Trustee to hold office for 1 (one) further year; and
 - 26.2.2 in the case of the Chair (subject to Article 28.2) or any Trustee appointed onto The Football Association Council, the Trustees may permit an extension of one further 3 (three) year term beyond the date on which he or she would have retired without being eligible for re-appointment in accordance with this Article.
- 26.3 Trustees appointed and acting in an ex-officio capacity as the Chief Executive Officer, under Article 23.2.1 may serve as a Trustee for the duration of their holding of such office.
- 26.4 If the retirement of a Trustee under Article 26.1 causes the number of Trustees to fall below the minimum specified in Article 23.1, the retiring Trustee shall remain in office until a new appointment is made.
- 26.5 The limits in Article 26.2 shall apply retrospectively from the date of the relevant Trustee's appointment, whether before the date of adoption of these Articles or not.

27. **Independent Trustees**

- 27.1 Subject to Article 32.5, the number of Independent Trustees shall be not less than one third and such persons shall be appointed following an open advertisement and recruitment process (to be conducted in such manner as the Board shall determine).
- 27.2 The Independent Trustees shall be appointed by the Trustees of the Charity in accordance with this Article 27 and any Rules.
- 27.3 The Nominations Committee shall nominate a person for appointment by the Trustees as an Independent Trustee. The Trustees may decline to make an appointment if they consider it to be in the best interests of the Charity whereupon the Nominations Committee may make 1 (one) or more alternative nominations for consideration by the Trustees.
- 27.4 The Trustees shall nominate an Independent Trustee to act as the senior Independent Trustee (**Senior Independent Trustee**). The Senior Independent Trustee shall act as a sounding board for the Chair, serve as an intermediary for the other Trustees when necessary, and lead on the process of appraising the performance of the Chair.

28. **Chair**

- 28.1 The role of Chair of the Board shall not be exercised by the Chief Executive Officer, and such person shall be appointed following an open advertisement and recruitment process (to be conducted in such manner as the Board shall determine).
- 28.2 A person elected as Chair of the Board shall hold office for a 3 (three) year term until the conclusion of the subsequent third Annual General Meeting but shall be eligible for re-election without nomination. The maximum term of office for a Trustee acting as Chair is 12 (twelve) years.
- 28.3 Where the Chair was not already a Trustee when he or she was appointed as Chair, he or she shall cease to be a Trustee if he or she resigns or is removed as the Chair for any reason.
- 28.4 The Chair shall cease to be the Chair if he or she ceases to be a Trustee for any reason.

29. **Disqualification and Removal of Trustees**

A Trustee shall cease to hold office if he or she:

- 29.1 ceases to be a director by virtue of any provision in the Companies Acts or the Insolvency Act 1986 or is disqualified from acting as a charity trustee by virtue of Section 178 of the Charities Act 2011;

- 29.2 is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of a charity;
- 29.3 becomes incapable by reason of illness or injury of managing and administering his or her own affairs;
- 29.4 resigns from his or her office by notice to the Charity (but only if at least the minimum number specified in Article 23.1 will remain in office when the notice of resignation is to take effect);
- 29.5 is absent without the permission of the Trustees from three consecutive meetings without good reason and the Trustees resolve that his or her office be vacated;
- 29.6 is the subject of a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy;
- 29.7 makes a composition with his or her creditors generally in satisfaction of his or her debts;
- 29.8 ceases to be a Member of the Charity for any reason;
- 29.9 a person appointed as a Trustee pursuant to Articles 23.2.1 or 23.2.3 ceases to act as either the Financial Director or the Chief Executive Officer;
- 29.10 is removed from office by the Trustees on the grounds that he is in material or persistent breach of the Charity's code of conduct as amended from time to time. A decision to remove a Trustee from office under this Article 29.10 may only be passed if:
- 29.10.1 the Trustee has been given at least 21 (twenty one) Clear Days' notice in writing of the meeting of the Trustees at which the decision will be made and the reasons why it is to be proposed; and
- 29.10.2 the Trustee or, at the option of the Trustee, the Trustee's representative (who need not be a Trustee) has been allowed to make representations to the meeting;
- 29.11 is removed from office in accordance with these Articles or any Rules;
- 29.12 is removed from office in accordance with Section 168 of the CA 2006; or
- 29.13 is suspended from holding office or from taking part in any football activities relating to the administration or management of the Charity by a decision of The Football Association.

30. **Trustees' Appointments**

- 30.1 Subject to the provisions of the Companies Acts and to Article 5 (Income and Expenditure), the Trustees may appoint 1 (one) or more of their number to the unremunerated office of managing

director or to any other unremunerated executive office of the Charity. Any such appointment may be made upon such terms as the Trustees shall determine. Any appointment of a Trustee to an executive office shall terminate if he or she ceases to be a Trustee.

30.2 Except to the extent permitted by Article 5 (Income and Expenditure), no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

31. **Proceedings of Trustees**

31.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.

31.2 The Trustees shall meet not less than 8 (eight) times each year.

31.3 At the first meeting of Trustees following the Annual General Meeting in each year the Trustees shall appoint such persons as they think fit to the following committees to hold office until the first meeting of Trustees following the next Annual General Meeting:

31.3.1 Cup Committee;

31.3.2 Referees' Committee;

31.3.3 Youth Committee;

31.3.4 Football Development Group;

31.3.5 Rules Revision and Sanction Committee;

31.3.6 Facility Development Committee;

31.3.7 Audit Committee;

31.3.8 Nominations Committee;

31.3.9 Remuneration Committee;

31.3.10 Equality, Diversity & Inclusion;

31.3.11 Football Advisory Board; and

31.3.12 such other ad hoc committee(s) to deal with footballing matters as the Trustees sees fit

(each a **Standing Committee**).

31.4 The Trustees may in their absolute discretion at any time amend or add to the list of Standing Committees in Article 31.3 and the Trustees may at any time dispense with the need for any of the Standing Committees set out in Article 31.3.

- 31.5 There shall be a body known as the youth council of Northumberland FA, to represent the interests of young people.
- 31.6 The Trustees shall decide which of their number shall be chair of each Standing Committee. Each Standing Committee shall decide who shall be its secretary. Each Standing Committee shall conduct its business in accordance with any terms of reference and standing orders set by the Trustees from time to time.
- 31.7 All the Trustees shall be members of all Standing Committees ex officio and are entitled to receive notice of all meetings of Standing Committees and shall be entitled to attend and speak at such meetings and shall be entitled to vote at such meetings.
- 31.8 The Trustees may at their discretion award honoraria to such persons as they think fit.
- 31.9 Any 2 (Two) Trustees or the Chair may (and the Secretary shall upon such request) call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom.
- 31.10 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than 3 (three) Trustees.
- 31.11 The Trustees may act notwithstanding any vacancies in their number but if the number of Trustees is less than the number fixed as the quorum the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 31.12 Unless he or she is unwilling to do so, the Chair shall preside as chair at every meeting of Trustees at which he or she is present but, if there is no Trustee holding such office or if the Chair is unwilling to preside or is not present within 5 (five) minutes after the time appointed for the meeting, the Trustees present may appoint 1 (one) other Trustee to be chair of the meeting.
- 31.13 Questions arising at a meeting shall be decided by a simple majority of votes but in the case of an equality of votes the chair of the meeting shall (subject to Article 32 (Declaring Conflicts of Interest)) have a second or casting vote.
- 31.14 A meeting of the Trustees at which business is to be transacted may consist of a conference between Trustees who are not all in the same place, but of whom each is able (whether directly or by telephonic communication or by video conference, an internet video facility or similar electronic method allowing simultaneous visual and/or audio participation) to speak to each of the others and to be heard by each of the others simultaneously.

32. Declaring Conflicts of Interest

32.1 Unless Article 32.2 below applies, a Trustee must declare the nature and the extent of:

32.1.1 any direct or indirect interest which he or she (or a Connected Person) has in a proposed or existing transaction or arrangement with the Charity or any Subsidiary Company; and

32.1.2 any duty owed to a third party or any direct or indirect interest which he or she (or a Connected Person) has which conflicts or possibly may conflict with his or her duties to the Charity or the interests of the Charity.

32.2 There is no need to declare any interest or duty:

32.2.1 of which the other Trustees are, or ought reasonably to be, already aware; or

32.2.2 of which the Trustee is not aware (but for this purpose a Trustee is treated as being aware of matters of which he or she ought reasonably to be aware).

32.3 If the interest or duty of the Trustee (or the Connected Person) cannot reasonably be regarded as likely to give rise to a conflict of interests or duties with, or in respect of, the Charity, the Trustee is entitled to participate in any decision making process, to be counted in the quorum and to vote under the normal procedures but may recuse himself or herself from any such participation. Any uncertainty about whether an interest or duty of a Trustee (or a Connected Party) is reasonably likely to give rise to a conflict of interests or duties with, or in respect of, the Charity shall be determined by the other Trustees acting reasonably and in good faith.

32.4 Unless Article 32.5 below applies, whenever a Trustee (or a Connected Person) has an interest or duty which conflicts (or may reasonably be regarded as likely to give rise to a conflict of interests or duties) with, or in respect of, the Charity, the relevant Trustee must:

32.4.1 withdraw from that part of the meeting unless expressly invited to remain but only for the purposes of providing information to the meeting;

32.4.2 not be counted in the quorum for that part of the meeting; and

32.4.3 withdraw during the vote and have no vote on the matter.

32.5 The provisions of Articles 32.4.1 to 32.4.3 inclusive shall not apply in relation to any discussion or decision in relation to the following payments or other benefits:

32.5.1 any benefit received by a Trustee or a Connected Person in his or her capacity as a beneficiary of the Charity under Article 5.2.1.1 and which is generally available to the beneficiaries of the Charity;

32.5.2 reimbursement of a Trustee's expenses permitted under Article 5.2.1.2;

32.5.3 the purchase of any premium in respect of trustee indemnity insurance permitted under Article 5.2.1.8; or

32.5.4 payment to a Trustee or other Officer of an indemnity permitted under Article 5.2.1.9; unless in the circumstances the other Trustees decide to the contrary.

33. **Authorising Conflicts of Interest**

33.1 The Trustees may, in accordance with the requirements set out in this Article 33, authorise any matter proposed to them by any Trustee which would, if not authorised, involve a Trustee breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests.

33.2 Any authorisation under this Article 33 shall be effective only if:

33.2.1 the matter is proposed to the Trustees in accordance with these Articles or as otherwise agreed by the Trustees;

33.2.2 the Trustees comply with the procedure set out at Article 32; and

33.2.3 the unconflicted Trustees consider it in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

33.3 Any authorisation of a matter under this Article 33 may:

33.3.1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised;

33.3.2 be subject to such terms and for such duration or to such limits or conditions as the Trustees may determine; and

33.3.3 be terminated or varied by the Trustees at any time (but this will not affect anything done by the Trustee in accordance with the terms of authorisation prior to such termination or variation).

33.4 In authorising a conflict of interests under this Article 33, the Trustees may decide (whether at the time of giving the authority or subsequently) that, if the relevant Trustee has obtained any information through his or her involvement in the conflict of interests otherwise than as a

Trustee of the Charity and in respect of which he or she owes a duty of confidentiality to another person, the relevant Trustee shall be under no obligation to:

33.4.1 disclose such information to the Trustees or to any Trustee, Officer or employee of the Charity;

33.4.2 where, to do so, would amount to a breach of that duty of confidentiality.

33.5 Where the Trustees authorise a conflict of interests under this Article 33, they may provide without limitation (whether at the time of giving the authority or subsequently) that the relevant Trustee is not given any document or other information relating to the conflict of interests.

33.6 Where the Trustees authorise a conflict of interests under this Article 33, the relevant Trustee:

33.6.1 will be obligated to conduct himself or herself in accordance with any terms imposed by the Trustees in relation to the conflict of interests; and

33.6.2 will, notwithstanding such authorisation, comply at all times with his or her overriding obligation not to infringe any duty he or she owes to the Charity by virtue of Sections 171 to 177 of the CA 2006.

33.7 A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by being a Trustee) of the Charity to account to the Charity for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interests which has been authorised by the Trustees or by the Charity in general meeting (subject in each case to any terms, durations, limits or conditions attaching to that authorisation) and no contract shall be avoided on such grounds.

33.8 The Charity may, by ordinary resolution, suspend or relax to any extent, in respect of any particular matter, any provision of these Articles prohibiting a Trustee from voting at a meeting of Trustees.

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

- 33.10 If a question arises at a meeting of Trustees or of a committee of Trustees as to the right of a Trustee to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and his ruling in relation to any Trustee other than himself shall be final and conclusive.
- 33.11 Without prejudice to Articles 33.1 to 33.7, the Members may unanimously authorise or ratify any matter proposed to them which would, if not authorised, involve a Trustee breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests.
- 33.12 For the avoidance of doubt a Trustee's duty under Section 175 of the CA 2006 to avoid conflict of interests with the Charity shall be disapplied in relation to all transactions and arrangements permitted under or by virtue of Article 5 (Income and Expenditure) and described in Articles 5.2.1.1 to 5.2.1.10 inclusive and Articles 5.3.1 to 5.3.10 inclusive but nothing in this Article 33 shall permit or authorise the conferral of any payment or other benefit from the Charity not expressly permitted under Article 5.

34. Validity of Trustees' Acts

- 34.1 Subject to Article 34.2, all acts done by a meeting of the Trustees, or of a committee of Trustees, shall be as valid notwithstanding the participation in any vote of a Trustee:
- 34.1.1 whose appointment was defective;
 - 34.1.2 who was disqualified from holding office;
 - 34.1.3 who had previously retired or who had been obliged by the constitution to vacate office;
- or
- 34.1.4 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;
- as if that person was qualified and had been duly appointed and had continued to be a Trustee and had been entitled to vote.
- 34.2 Article 34.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the Trustee has not complied with Article 32 (Declaring Conflicts of Interest) or if, but for Article 34.1, the resolution would have been void or not duly passed.

35. Written Resolutions of Trustees

35.1 A resolution in Writing signed by all the Trustees entitled to vote on a matter (or all the committee members entitled to vote on a matter) shall be as valid and effective as if it had been passed at a meeting of Trustees (or a committee of Trustees) duly convened and held.

35.2 Such a resolution may consist of several documents in the same form each signed by 1 (one) or more of the Trustees (or committee members) or to which 1 (one) or more of the Trustees (or committee members) has indicated agreement in Writing.

36. Delegation by the Trustees

36.1 Subject to the Articles, the Trustees may delegate to any person or a committee consisting of one or more Trustees:

36.1.1 any of their powers or functions;

36.1.2 the implementation of any of their decisions; and

36.1.3 the day to day management of the affairs of the Charity;

by such means, to such an extent, in relation to such matters or territories and on such terms as they think fit.

36.2 The terms of delegation may permit sub-delegation.

36.3 The Trustees may at any time revoke any such delegation in whole or in part or alter the terms and conditions of any such delegate.

36.4 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such terms and conditions as they determine.

37. Delegation to Committees

37.1 Where the Trustees delegate to a committee:

37.1.1 the terms of delegation shall specify those who may serve or be asked to serve on the committee (although the delegation may also allow the committee to make co-options up to a specified number);

37.1.2 the composition of any committee shall be at the discretion of the Trustees but must include at least 1 (one) of their number;

37.1.3 the acts and proceedings of any committees shall be fully and promptly reported to the Trustees; and

37.1.4 no committee shall knowingly incur expenditure or liability on behalf of the Charity except as authorised by the Trustees or in accordance with a budget approved by the Trustees.

37.2 The meetings and proceedings of any committee shall be governed by those Articles regulating the meetings and proceedings of the Trustees insofar as they apply and are not superseded by any Rules to the contrary.

38. Delegation of Management Powers

38.1 Where the Trustees delegate management powers to the Secretary or any other manager:

38.1.1 the delegated powers shall be to manage the Charity by implementing the policies and strategies adopted by and within the budget approved by the Trustees and to advise the Trustees in relation to such policies, strategies or budget.

38.1.2 the Trustees shall provide the Secretary or any other manager with a description of his or her role and the extent of his or her authority; and

38.1.3 the Secretary or any other manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts and narrative reports (as the case may be) sufficient to explain the financial position and performance of the Charity (as the case may be).

39. Delegation of Investment Management

39.1 The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

39.1.1 the investment policy is set out in Writing for the Financial Expert or Experts by the Trustees;

39.1.2 timely reports of all transactions are provided to the Trustees;

39.1.3 the performance of the investments is reviewed regularly with the Trustees;

39.1.4 the Trustees are entitled to revoke such delegation arrangement at any time;

39.1.5 the investment policy and the delegation arrangements are reviewed regularly;

39.1.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and

39.1.7 the Financial Expert or Experts must not do anything which is outside the powers of the Trustees.

40. **Honorary President**

40.1 The Trustees may appoint an Honorary President from time to time in accordance with these Articles and any Rules and may remove and replace the Honorary President at any time.

40.2 The Honorary President shall hold office as Honorary President of the Charity and shall have such rights and privileges and duties as the Trustees shall from time to time prescribe, but the Honorary President shall not be a Trustee in such capacity.

40.3 In the event of a casual vacancy occurring the Trustees shall have the power (but shall not be obliged) to appoint a substitute Honorary President for the remainder of the term of office.

41. **Honorary Vice Presidents**

41.1 The Trustees may appoint Honorary Vice Presidents from time to time in accordance with these Articles and any Rules and may remove and replace any Honorary Vice President at any time.

41.2 Each Honorary Vice President shall hold office as Honorary Vice President of the Charity and shall have such rights and privileges and duties as the Trustees shall from time to time prescribe, but an Honorary Vice President shall not be a Trustee in such capacity.

41.3 In the event of a casual vacancy occurring the Trustees shall have the power (but shall not be obliged) to appoint a substitute Honorary Vice President for the remainder of the term of office.

42. **Life Members**

42.1 The Trustees may appoint Life Members from time to time in accordance with these Articles and any Rules and may remove and replace any Life Member at any time.

42.2 Each Life Members shall have such rights and privileges and duties as the Trustees shall from time to time prescribe, but a Life Members shall not be a Trustee in such capacity.

43. **FA Representative**

The Trustees shall decide which person should be the FA Representative each third year at such time as the Trustees shall decide. Such person shall be appointed for a 3 (three) year term and upon such conditions as the Trustees thinks fit. Any person so appointed may be removed at any time by the Trustees. Any casual vacancy arising in the office of FA Representative may be filled by the Trustees in accordance with Article 25.

44. Bank Account

Any bank account in which any part of the assets of the Charity is deposited shall be operated by the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from any such account shall be signed or otherwise authenticated in Writing by:

44.1 the Secretary up to a certain specified amount determined and agreed by the Trustees at a duly convened meeting of the Trustees; and/or

44.2 at least 2 (two) Trustees or 2 (two) duly authorised signatories appointed by the Trustees from time to time for the purpose of this Article 44.

45. Secretary

The Trustees may appoint a Secretary for such term at such remuneration (subject to Article 5) and upon such conditions as they may think fit; and any Secretary so appointed may be removed and replaced by them at any time. The powers of the Secretary may be delegated in accordance with Article 38 (Delegation of Management Powers).

46. Seal

The Seal (if any) shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

47. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

48. Minutes

The Trustees must cause minutes to be made in books kept for the purpose:

48.1 of all appointments of officers made by the Trustees;

48.2 of all resolutions of the Charity and of the Trustees (including decisions of the Trustees made without a meeting); and

48.3 of all proceedings and reports of meetings of the Charity and of the Trustees and of committees of Trustees, including the names of the Trustees present at each such meeting.

49. **Records and Accounts**

49.1 The Trustees shall comply with the requirements of the CA 2006 and the Charities Act 2011 as to maintaining a Register of Members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the registrar of companies and the Commission of:

49.1.1 annual reports;

49.1.2 confirmation statements and annual returns; and

49.1.3 annual statements of account.

49.2 No Member shall (in such capacity) have any right of inspecting any accounting records or other book or document of the Charity except as conferred by any rule of law or authorised by the Trustees or by ordinary resolution of the Members.

50. **Communications by the Charity**

50.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the CA 2006 provides for Documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by the Charity, including:

50.1.1 in Hard Copy Form;

50.1.2 in Electronic Form; or

50.1.3 by making it available on a website.

50.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).

50.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

- 50.4 A Member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called. Where any Document or information is sent or supplied by the Charity to the Members:
- 50.4.1 where it is sent by post it is deemed to have been received 48 (forty eight) hours (excluding Saturdays, Sundays and Public Holidays) after it was posted;
- 50.4.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 50.4.3 where it is sent or supplied by means of a website, it is deemed to have been received when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 50.5 Proof that an envelope containing a Document, a notice or information was properly addressed, prepaid and posted shall be conclusive evidence that such Document, notice or information was sent. Proof that a Document, a notice or information was properly addressed and sent or supplied by Electronic Means shall be conclusive evidence that such Document, notice or information was sent or supplied.
- 50.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 (forty eight) hours.
- 50.7 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current address. Notices of general meetings need not be sent to a Member who does not register an address with the Charity or who registers only a postal address outside the United Kingdom, or to a Member for whom the Charity does not have a current address.

51. Trustees' Gratuities and Pensions

The Trustees may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Trustee who has held but no longer holds any executive office or employment with the Charity or with any corporate body which is or has been a subsidiary of the Charity or a predecessor in business of the Charity or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before

as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

52. Indemnity

52.1 Subject to the provisions of the Companies Acts, every Trustee or other Officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceedings (whether civil or criminal) in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

53. Rules of The Football Association

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

54. Rules

54.1 The Trustees may from time to time make, alter and revoke such Rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and conditions of Membership and Associate Membership in particular they may by such rules or bye laws regulate:

54.1.1 the admission and classification of Members and Associate Members of the Charity (including the admission of individuals and organisations to Membership and Associate Membership) and the rights, privileges and obligations of such Members and Associate Membership and the conditions of Membership and Associate Membership and the terms on which Members and Associate Members may resign or have their Membership or Associate Membership terminated and the entrance fees, subscriptions, affiliation fees and other fees or payments to be made by Members and Associate Members;

54.1.2 the conduct of Members and Associate Members of the Charity in relation to one another and to the Charity's Officers or servants and any disciplinary procedures;

- 54.1.3 the setting side of the whole or any part of parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- 54.1.4 the procedure at general meetings and meetings of the Trustees and committees of the Trustees insofar as such procedure is not regulated by the Articles;
- 54.1.5 to resolve or establish procedures to assist the resolution of disputes or complaints within the Charity;
- 54.1.6 generally all such matters as are commonly the subject matter of company rules.
- 54.2 The Charity in general meeting shall have power to alter, add to or repeal the Rules and the Trustees shall adopt such means as they think sufficient to bring to the notice of the Members and Associate Members of the Charity (as applicable) all such Rules, which shall be binding on all Members and Associate Members of the Charity (as applicable): provided that (unless otherwise expressly provided for in these Articles) no Rule shall be inconsistent with or shall affect or repeal anything contained in the Articles and in the event of any conflicting provisions the Articles shall prevail over the Rules.
- 54.3 The Charity and its Members and Associate Members shall be bound by and subject to and shall act in accordance with the Rules and the Rules of The Football Association and any regulations, standing orders, decisions, rulings or other findings or orders of any nature made pursuant to the Rules or the Rules of The Football Association. In the event of any inconsistency the Rules of The Football Association shall take precedence (provided that such Rule shall not cause the Charity to cease to be a charity or be in breach of the law of charity or any other rule of law from time to time).
55. **Alteration of the Articles**
- 55.1 No additions, alterations or amendments shall be made to or in the provisions of these Articles except by special resolution passed in general meeting or by written resolution in accordance with these Articles.
- 55.2 No additions, alterations or amendments shall be made to or in the provisions of the Articles which would have the effect that the Charity would cease to be a company to which section 60 of the CA 2006 applies or would cease to be a charity.
- 55.3 The Charity shall make no regulated alterations (as defined in section 198 of the Charities Act 2011) to or in the provisions of the Articles without the prior written consent of the Commission.

56. **Winding Up**

56.1 The Charity may be wound up voluntarily at a general meeting called on not less than 21 (twenty one) days' notice subject to the passing of a special resolution.

56.2 In the event of the winding up of the Charity in accordance with Article 56.1 above the Trustees after settlement of all financial obligations shall distribute the proceeds of the Charity's residual assets in accordance with Articles 7 and 8 above.