

Company Number: 06641135

THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE

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ARTICLES OF ASSOCIATION OF  
THE ROYAL AIR FORCE FOOTBALL ASSOCIATION

**PART 1: INTERPRETATION**

**1. Defined Terms**

1.1 In the Articles, unless the context requires otherwise:

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

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

“annual meeting” – means the annual general meeting of the Association or (where the members have passed a resolution pursuant to Article 20.1) has the meaning given in Article 14.6;

“Articles” – means the Association’s articles of association, as amended from time to time;

“Association” – means the county football association called The Royal Air Force Football Association registered in England and Wales with company number 06641135 and charity number 1129460;

“Chair” – means the Chair of the Trustees;

“chair of the meeting” – has the meaning given in Article 7.4 or Article 23.4 (as applicable);

“Charities Act” – or any numbered section of it, means the Charities Act 2011 or such section as amended, restated or re-enacted from time to time;

“clear day” – means 24 hours from midnight following the relevant event;

“the Commission” – means the Charity Commission for England and Wales (or its successor);

“the Companies Acts” – means the Companies Act 1985 and the Companies Act 2006 as amended from time to time and in force;

“connected person” – means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 percent of the share capital;

“custodian” – means a person or body who undertakes safe custody of assets or of documents or records relating to them;

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

“Elected Trustee” – means a Trustee appointed in accordance with Article 13.1.1;

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

“financial expert” – means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

“financial year” – means the Association’s financial year;

“firm” – includes a limited liability partnership;

“the Football Association” – means the company called “Football Association Limited” registered in England and Wales with company registration number 00077797 (or its successor);

“the Football Association Council” – means the Council of the Football Association;

“indemnity insurance” – means insurance against personal liability incurred by any Trustee or any officer of the Association (other than the auditors) for an act or omission which is or is alleged to be negligent, in default, a breach of trust or a breach of duty provided that any such insurance shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of that person and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against that person in their capacity as a Trustee or officer of the Association;

“Independent Trustees” – means a Trustee excluding any Trustee who (a) is, or has in the past 4 years been, an employee of the Association, (b) has a close family connection with any person who is, or has in the past 4 years been, an employee of the Association, or (c) would (disregarding his or her office as Trustee) be reasonably regarded as not independent of the Association for any other reason;

“informal or club membership” – means a supporter who may be called a ‘member’ or ‘associate member’ but who is not a member of the Association for the purposes of the Companies Acts or these Articles;

“material benefit” – means a benefit which may not be financial but has a monetary value;

“member” – has the meaning given in section 112 of the Act;

“Memorandum” – means the Association’s memorandum of association;

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

“month” – means a calendar month;

“nominee company” – means a corporate body registered or having an established place of business in England and Wales;

“Objects” – means the Objects of the Association as defined in Article 2;

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

“proxy notice” – has the meaning given in Article 29;

“the RAF Central Fund” – means the company called The Royal Air Force Central Fund registered in England and Wales with company number 08555984 and charity number 1152560 (or its successor);

“the RAF Sports Federation – means the a charitable incorporated organisation called RAF Sports Federation registered in England and Wales with charity number 1168287 (or its successor);

“Register of Members” – means the Association’s register of members kept pursuant to the Companies Acts;

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

“Secretary” – means the company secretary of the Association appointed in accordance with these Articles;

“Senior Independent Trustee” – has the meaning given in Article 13.1.4;

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

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

“taxable trading” – means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

“Treasurer” – means the treasurer of the Association appointed in accordance with these Articles;

“Trustee” – means a director of the Association and “Trustees” means the directors; and

“writing” or “written” – means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

“year” – means calendar year.

- 1.2 Words denoting the singular number include the plural number and vice versa; words denoting any gender include the other genders; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.
- 1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.
- 1.4 The Model Articles shall not apply to the Association.

## **PART 2: OBJECTS AND POWERS**

### **2. Objects**

The Objects for which the Association is established (the “Objects”) are to promote the efficiency of Her Majesty’s Armed Forces by increasing physical fitness, fostering esprit de corps and raising morale of members of the Royal Air Force and other services, in particular (but not by way of limitation), through the playing of, encouraging participation in and providing or assisting in the provision of facilities for the sport of football.

### **3. Powers**

The Association has the following powers, which may be exercised only in promoting the Objects:

- 3.1. to encourage and manage football in the Royal Air Force;
- 3.2. to promote and manage competitions and matches;
- 3.3. to recruit, train and develop referees and coaches;
- 3.4. to promote or carry out research;

- 3.5. to provide advice;
- 3.6. to publish or distribute information;
- 3.7. to co-operate with other bodies;
- 3.8. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- 3.9. to support, administer or set up other charities;
- 3.10. to raise funds (but not by means of taxable trading);
- 3.11. to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 3.12. to acquire or hire property of any kind;
- 3.13. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 3.14. to make grants or loans of money and to give guarantees;
- 3.15. to set aside funds for special purposes or as reserves against future expenditure;
- 3.16. to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 3.17. to delegate the management of investments to a financial expert, but only on terms that:
  - 3.17.1. the investment policy is set down in writing for the financial expert by the Trustees;
  - 3.17.2. every transaction is reported promptly to the Trustees;
  - 3.17.3. the performance of the investments is reviewed regularly with the Trustees;
  - 3.17.4. the Trustees are entitled to cancel the delegation arrangement at any time;
  - 3.17.5. the investment policy and the delegation arrangement are reviewed at least once a year;
  - 3.17.6. all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 3.17.7. the financial expert must not do anything outside the powers of the Trustees.
- 3.18. to arrange for investments or other property of the Association to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;

- 3.19. to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 3.20. to insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association when required;
- 3.21. subject to such restrictions imposed by law to pay for indemnity insurance for the Trustees or any other officer of the Association (other than the auditors);
- 3.22. subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 3.23. to enter into contracts to provide services to or on behalf of other bodies;
- 3.24. to establish or acquire subsidiary companies to assist or act as agents for the Association;
- 3.25. to pay the costs of forming the Association;
- 3.26. to do anything else within the law which promotes or helps to promote the Objects;

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

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

- 4.1. The property and funds of the Association must be used only for promoting the Objects and do not belong to the members but:
  - 4.1.1. members who are not Trustees may be employed by or enter into contracts with the Association and receive reasonable payment for goods or services supplied;
  - 4.1.2. members (including Trustees) may be paid interest at a reasonable rate on money lent to the Association;
  - 4.1.3. members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Association; and
  - 4.1.4. individual members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity.
- 4.2. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Association except:
  - 4.2.1. as mentioned in Article 3.21 (indemnity insurance), Article 4.1.2 (interest), Article 4.1.3 (rent), Article 4.1.4 (charitable benefits) or Article 4.3 (contractual payments);
  - 4.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Association;
  - 4.2.3. an indemnity in respect of any liabilities properly incurred in running the Association including the costs of a successful defence to criminal proceedings (that may also apply to other officers of the Association (other than its auditors));

- 4.2.4. payment to any company in which a Trustee has no more than a 1 per cent shareholding;
  - 4.2.5. in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 4.3. A Trustee may not be an employee of the Association unless previously expressly authorised in writing by the Commission, but a Trustee or a connected person may enter into a contract with the Association to supply goods or services in return for a payment or other material benefit if:
- 4.3.1. the goods or services are actually required by the Association;
  - 4.3.2. the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and
  - 4.3.3. no more than one half of the Trustees are interested in such a contract in any financial year and none of the arrangements or transactions entered into shall constitute a breach by a Trustee of his or her duty under sections 175 or 181 of the Act.
- 4.4. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
- 4.4.1. declare an interest before the meeting or at the meeting before discussion begins on the matter;
  - 4.4.2. be absent from the meeting for that item unless expressly invited to remain in order to provide information;
  - 4.4.3. not be counted in the quorum for that part of the meeting; and
  - 4.4.4. be absent during the vote and have no vote on the matter.

## **5. The Association**

Subject to these Articles and the general law, the members and Trustees of the Association shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that they and others conduct themselves so that the business affairs of the Association are carried out in accordance with the Rules for the time being in force.

## **PART 4: TRUSTEES:**

### **POWERS AND RESPONSIBILITIES**

#### **6. Trustees General Authority**

The Trustees as charity trustees are responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association and do on behalf of the

Association all such acts as may be done by the Association as are not by Statutes or by the Articles required to be done by the Association in a general meeting.

## **7. Trustees' Proceedings**

- 7.1. The Trustees must hold at least three meetings each year. Any two Trustees or the Chair may (and the Secretary shall upon such request) call a meeting of the Trustees at any time.
- 7.2. A quorum at a meeting of the Trustees is three Trustees.
- 7.3. A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 7.4. The Chair (or if the Chair is unable or unwilling to do so a Vice- Chair duly appointed by the Trustees) shall preside at each meeting. The person chairing a meeting of the Trustees in accordance with this Article is referred to as "the chair of the meeting".
- 7.5. Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose, the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 7.6. Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 7.7. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 7.8. The Trustees may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting.
- 7.9. In accordance with the Companies Acts, a Trustee must declare the nature and extent of any interest direct or indirect, whether personal or by virtue of a duty of loyalty or otherwise, which that Trustee has in a proposed transaction or arrangement with the Association before that transaction or arrangement is entered into or which the Trustee has in any existing transaction or arrangement already entered into by the Association which has not been previously declared. That Trustee shall provide sufficient information to the other Trustees to enable them to properly debate the matter and shall be absent from that part of the meeting at which the matter is discussed and shall not be counted in the quorum for that part of the meeting and shall have no vote on the matter.
- 7.10. Subject to the restrictions on making financial payments to Trustees as set out in Article 4, the Trustees may, in accordance with the requirements set out in Articles 7.11 to 7.15 inclusive, authorise any matter proposed to them by any Trustee which would, if not authorised, constitute a Trustee breaching his or her duty under section 175 of the Act to avoid Conflicts. For the purposes of these Articles, a "Conflict" is any direct or indirect interest of a Trustee that conflicts, or possibly may conflict, with the interests of the



Association including any conflict of interest arising in relation to a transaction or arrangement with the Association other than those of a description specifically permitted in Article 4.

- 7.11. Any authorisation under Article 7.10 will be effective only if:
- 7.11.1 the matter in question shall have been proposed by any Trustee for consideration at a meeting of the Trustees in the same way that any other matter may be proposed to the Trustees under the provisions of these Articles or in such other manner as the Trustees may determine;
  - 7.11.2 any requirement as to the quorum at the meeting of the Trustees at which the matter is considered is met without counting the Trustee in question and the Trustee concerned shall be absent from that part of the meeting at which the matter is discussed;
  - 7.11.3 the matter was agreed to without his or her voting or would have been agreed to if his or her vote had not been counted; and
  - 7.11.4 the Trustees, other than the Trustee concerned, consider that it is in the interests of the Association to authorise the Conflict.
- 7.12. Any authorisation of a Conflict under Article 7.10 may (whether at the time of giving the authorisation or subsequently):
- 7.12.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
  - 7.12.2 be subject to such terms and for such duration, or impose such limits or conditions as the Trustees may determine;
  - 7.12.3 be terminated or varied by the Trustees at any time. This will not affect anything done by the Trustee prior to such termination or variation in accordance with the terms of the authorisation.
- 7.13. In authorising a Conflict the Trustees may decide (whether at the time of giving the authorisation or subsequently) that if a Trustee has obtained any information through his or her involvement in the Conflict otherwise than as a Trustee of the Association and in respect of which he or she owes a duty of confidentiality to another person the Trustee is under no obligation to:
- 7.13.1 disclose such information to the Trustees or to any Trustee or other officer or employee of the Association;
  - 7.13.2 use or apply any such information in performing his or her duties as a Trustee, where to do so would amount to a breach of that confidence.
- 7.14. Where the Trustees authorise a Conflict:

- 7.14.1 the Trustee will be obliged to conduct himself or herself in accordance with any terms imposed by the Trustees in relation to the Conflict;
- 7.14.2 the Trustee will not infringe any duty he or she owes to the Association by virtue of sections 171 to 177 of the Act provided that he or she acts in accordance with such terms, limits and conditions (if any) as the Trustees impose in respect of its authorisation.
- 7.15. A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by reason of being a Trustee), to account to the Association for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been authorised by the Trustees or by the Association in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **8. Trustees' Powers**

The Trustees have the following powers in the administration of the Association:

- 8.1. To appoint (and remove) any member (who may be a Trustee) to act as Secretary in accordance with the Companies Acts.
- 8.2. To appoint the Chair (as approved by the RAF Sports Federation), the Treasurer and other honorary officers from among their number.
- 8.3. To form and delegate any functions to committees in accordance with Article 9.
- 8.4. To make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy.
- 8.5. To make rules or bye-laws consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees.
- 8.6. To make regulations consistent with the Articles and the Companies Acts to govern the administration of the Association and the use of its seal (if any).
- 8.7. To establish procedures to assist the resolution of disputes or differences within the Association.
- 8.8. To exercise any powers of the Association which are not reserved to a general meeting.

## **9. Committees**

- 9.1. Committees to which the Trustees delegate any of their powers must contain at least one Trustee and must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 9.2. The Trustees may make rules of procedure for all or any committees, which prevail over any rules or bye-laws derived from the Articles if they are not consistent with them.

- 9.3. As a minimum the Trustees shall maintain an equality committee and any other committees required by the Rules from time to time. The Trustees shall also maintain an audit committee and a nominations committee unless the Trustees consider it appropriate for the Trustees to act in place of such committees, as well as such other committees as the Trustees consider necessary to support them.

## **10. Resolutions in Writing**

- 10.1. A resolution executed by all the Trustees, or by all the members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the Trustees, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held.
- 10.2. For the purposes of this Article 10:
- 10.2.1 A resolution shall consist of one or more written instruments or one or more electronic communications sent to an address specified for the purpose by the Secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect;
- 10.2.2 A written instrument is executed when the person or last person(s) executing it signs it;
- 10.2.3 An electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Secretary shall prescribe;
- 10.2.4 The Trustees, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication;
- 10.2.5 A resolution shall be effective when the Secretary certifies that sufficient evidence has been received by him or her that the resolution has been executed in accordance with this Article 10; and
- 10.2.6. If no Secretary is appointed, the Chair shall perform the functions of the Secretary under this Article 10.

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

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

## **APPOINTMENT AND RETIREMENT OF TRUSTEES**

### **12. Number of Trustees**

- 12.1. The number of Trustees shall not be less than 3 and, unless determined by ordinary resolution, shall not be more than 12.

12.2. No less than one third of the Trustees from time to time shall be Independent Trustees.

12.3 The Trustees shall adopt measures with a view to ensuring that at least one third of the Trustees are women and at least one third of the Trustees are men.

### **13. Methods of Appointing Trustees**

13.1. Save as otherwise provided in the Articles, the Trustees of the Association shall be:

13.1.1 Such persons as the Association may by ordinary resolution or by a decision of the Trustees appoint who are willing to act to as a Trustee;

13.1.2 Such other persons as the Trustees may from time to time co-opt to the board of Trustees on a temporary basis, provided that any co-opted Trustee shall retire at the annual meeting following his or her co-option;

13.1.3 One member of the inclusion advisory group established pursuant to Article 8.3 to be chosen by the advisory group or by such other procedure as the Trustees may from time to time determine;

13.1.4 The Trustees shall nominate an independent non-executive Trustee to act as the 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, act as an alternative contact for members of the executive committee if the normal channels of communication to the Trustees through the Chair or the Association's executive committee fail to resolve matters or where the use of such channels may be inappropriate, and lead on the process of appraising the performance of the Chair;

13.1.5 The Trustees may from time to time determine that any other organisation or organisations shall be entitled to appoint a Trustee in an ex-officio capacity, such Trustees numbering no more than two at any time.

13.2. No person may be appointed as a Trustee:

13.2.1 Unless he or she has attained the age of 18 years; or

13.2.2 In circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 15.

13.3. The equality committee established pursuant to Article 8.3 shall be entitled to appoint one of its members who is not otherwise a Trustee to attend Trustees' meetings as an observer. In this capacity, he or she shall be entitled to receive notice of, and attend and speak at, all Trustees' meetings and to receive copies of all board papers as if he or she were a Trustee, but shall not be entitled to vote on any resolutions proposed, shall not count towards the quorum for the meeting or have any rights of a Trustee and shall not hold himself or herself out as a Trustee in any way.

## **14. Term of Office**

- 14.1 At the third annual meeting following the date of his or her appointment, an Elected Trustee shall retire from office and may offer himself or herself for re-appointment. Elected Trustees shall not be entitled to offer themselves for re-appointment at more than two annual meetings or after holding office for nine or more consecutive years, save that:
- 14.1.1 An Elected Trustee may stand for further re-election and serve for a period of up to twelve years from the date of his or her first appointment as a Trustee if he or she is appointed as Chair or appointed to the Football Association Council during his or her term of office as a Trustee; and
- 14.1.2 The board may in exceptional circumstances permit an Elected Trustee to hold office for a period up to a further year beyond the date on which he or she would otherwise have retired without being eligible for re-appointment in accordance with this Article.
- 14.2 If a Trustee retires pursuant to Article 14.1, he or she shall not be eligible for re-appointment to the board until a period of four years has passed from the date of his or her retirement.
- 14.3 The term limits in Article 14.1 shall apply retrospectively from the date of the relevant Trustee's appointment, whether before the date of adoption of these Articles or not.
- 14.4 A Trustee appointed in an ex-officio capacity may serve for as long as he or she continues to hold the relevant office but shall automatically retire upon ceasing to hold such office and the restrictions on re-appointment in Articles 14.1 to 14.3 shall then apply in the same way.
- 14.5 Save as otherwise provided in these Articles, a Trustee may be re-appointed upon his or her retirement.
- 14.6 For as long as the Trustees are not required to hold an annual general meeting of the Association, the annual meeting shall be the annual meeting of the Trustees at which the Association's annual accounts are adopted and no more than 15 months shall lapse between one such annual meeting and the next.

## **15. Termination of Trustee's Appointment**

A person ceases to be a Trustee:

- 15.1 If he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee;
- 15.2 If he or she has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction or where he or she makes any arrangement or composition with his or her creditors generally or applies for an interim order under section 253 of the 1986 Act in connection with a voluntary arrangement under the 1986 Act;
- 15.3 If he or she dies or he or she is, or may be, suffering from mental disorder and either:

- 15.3.1 He or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law in any jurisdiction; or
- 15.3.2 An order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs;
- 15.4 If by notice in writing to the Association he or she resigns (but only if at least two Trustees remain in office when the notice of resignation is to take effect);
- 15.5 If such person is subject to a decision of the Football Association that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club;
- 15.6 If he or she is the subject of a decision of the Football Association, UEFA or FIFA that he or she be suspended, permanently or for a specified period, from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate);
- 15.7 If he or she no longer complies with a declaration of good character given by the Trustee upon taking office or the Association's Trustees' code from time to time;
- 15.8 If he or she ceases to hold office by reason of any order made under the Company Directors Disqualification Act 1986 or by virtue of any provision of the Statutes;
- 15.9 If he or she is removed by the members of the Association in accordance with section 168 of the Act;
- 15.10 If he or she is convicted of any criminal offence, other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Association;
- 15.11 Where he or she is an ex officio Trustee, if he or she ceases to hold the office by which he or she became entitled to be a Trustee;
- 15.12 he or she ceases to be a member for the Association for any reason whatsoever.

## **16. Trustees Indemnity**

16.1. Subject to the provisions of the Act, and so far as may be consistent with the Statutes:

- 16.1.1 Every Trustee and every other officer (other than the Association's auditor or the reporting accountant) may be indemnified out of the assets of the Association against all costs, charges, losses, expenses and liabilities incurred by him or her in the actual or purported execution and/or discharge of his or her duties and/or the actual or purported exercise of his or her powers and/or otherwise in relation to, or in connection with, his or her duties, powers or offices, in each case to the extent permitted by section 232 of the Act; and

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

## **PART 5: MEMBERS:**

### **BECOMING AND CEASING TO BE A MEMBER**

#### **17. Applications for Membership**

- 17.1. The subscribers to the Memorandum shall be the first members of the Association. The subsequent members shall be the Trustees from time to time and such other persons as are admitted to membership in accordance with the Articles.
- 17.2. Subject to Article 17.1, no person shall become a member of the Association unless that person has completed an application for membership in a form approved by the Trustees and that person's name has been added into the Register of Members. A Trustee (if not already a member of the Association) shall become a member upon appointment as a Trustee and his or her name shall be added into the Register of Members.
- 17.3. The Trustees may from time to time establish rules for membership of the Association setting out, inter alia, criteria for membership, categories of membership, rights and obligations of members, and fees payable by members, provided that such rules do not:
- 17.3.1 Conflict with the Articles; and
- 17.3.2 Allow open membership to all without discrimination on any grounds.
- 17.4. The Trustees shall at all times keep and maintain a Register of Members.

#### **18. Termination of Membership**

- 18.1. A person shall immediately cease to be a member (provided that at least one member remains on the Register of Members thereafter):
- 18.1.1 If the member is removed by notice in writing to the Association signed by a majority of the remaining members;
- 18.1.2 If by notice in writing to the Association, the member resigns his or her membership;
- 18.1.3 If he or she dies or ceases to exist;
- 18.1.4 If he or she fails to pay any subscription as soon as it is due and payable; or
- 18.1.5 If (in the case of a Trustee) he or she ceases to be a Trustee.

#### **19. Transfer of Membership**

Membership of the Association is not transferable.

## **ORGANISATION OF GENERAL MEETINGS**

### **20. General Meetings**

- 20.1. The Trustees shall call an annual general meeting of the Association each year and no more than 15 months shall lapse between one annual general meeting and the next; provided that from time to time the members may by ordinary resolution disapply the requirement to hold an annual general meeting (whether for a specified period or indefinitely).
- 20.2. The Trustees may call a general meeting at any other time and shall call a general meeting if requisitioned to do so in accordance with the Act.

### **21. Calling General Meetings**

- 21.1. A general meeting of the Association shall be called by at least 14 clear days' notice.
- 21.2. A general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent of the total voting rights.
- 21.3. Every notice calling a general meeting shall specify the place, the day and the hour of the meeting.
- 21.4. There shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote instead of him and that a proxy need not be a member of the Association.
- 21.5. The text of each special resolution to be proposed at the general meeting shall be set out in the notice and shall specify that it is to be proposed as a special resolution. Either the text of, or sufficient information to enable a member to understand the purpose of, each ordinary resolution shall be set out in the notice.

### **22. Quorum for General Meetings**

- 22.1. No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Unless otherwise determined by ordinary resolution, two persons entitled to vote upon the business to be transacted or one tenth of the total number of such persons for the time being (rounded up to a whole number), whichever is the greater, shall constitute a quorum provided that where there is only one member of the Association the quorum shall be one.
- 22.2. 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 to such other day, time and place within the next 14 days 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 the meeting the person or persons present (in person or by proxy) and entitled to vote shall be a quorum.



### **23. Chairing General Meetings**

- 23.1. The Chair shall preside as chair of the meeting if present and willing to do so.
- 23.2. If the Chair is absent or is not present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall one of their number to be chair of the meeting and if there is only one Trustee present and willing to act he or she shall be chair of the meeting.
- 23.3. If no Trustee is willing to act as chair of the meeting or if no Trustee is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chair of the meeting.
- 23.4. The person chairing a general meeting in accordance with this Article is referred to as “the chair of the meeting”.

### **24. Attendance and Speaking at General Meetings**

- 24.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 24.2. A person is able to exercise the right to vote at a general meeting when:
  - 24.2.1 That person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 24.2.2 That person’s vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 24.3. 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 it.
- 24.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 24.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 24.6. Trustees may attend and speak at general meetings, whether or not they are members.
- 24.7. The chair of the meeting may permit other persons who are not:
  - 24.7.1 Members of the Association; or
  - 24.7.2 Otherwise entitled to exercise the rights of members in relation to a general meeting, to attend and speak at a general meeting.

### **25. Adjournment**

- 25.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present the chair of the meeting must adjourn it.
- 25.2. The chair of the meeting may adjourn a general meeting at which a quorum is present if:
  - 29.2.1 The meeting consents to an adjournment; or
  - 25.2.2 It appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 25.3. The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 25.4. When adjourning a general meeting, the chair of the meeting must:
  - 25.4.1 Either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
  - 25.4.2 Have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 25.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Association must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
  - 25.5.1 To the same persons to whom notice of the Association's general meetings is required to be given; and
  - 25.5.2 Containing the same information which such notice is required to contain.
- 25.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**

### **26. Voting: General**

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

### **27. Errors and Disputes**

- 27.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 27.2. Any such objection must be referred to the chair of the meeting, whose decision is final.

### **28. Poll Votes**

- 28.1. A poll on a resolution may be demanded:

- 28.1.1 In advance of the general meeting where it is to be put to the vote; or
  - 28.1.2 At a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 28.2. A poll may be demanded by:
- 28.2.1 The chair of the meeting;
  - 28.2.2 The Trustees;
  - 28.2.3 Two or more persons having the right to vote on the resolution; or
  - 28.2.4 A person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 28.3. A demand for a poll may be withdrawn if:
- 28.3.1 The poll has not yet been taken; and
  - 28.3.2. The chair of the meeting consents to the withdrawal.
- 28.4. Polls must be taken immediately and in such manner as the chair of the meeting directs.

## **29. Content of Proxy Notices**

- 29.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- 29.1.1 States the name and address of the member appointing the proxy;
  - 29.1.2 Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 29.1.3 Is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
  - 29.1.4 Is delivered to the Association in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 29.2. The Association may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes.
- 29.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 29.4. Unless a proxy notice indicates otherwise, it must be treated as:
- 29.4.1 Allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 29.4.2 Appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **30. Delivery of Proxy Notices**

- 30.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.
- 30.2. An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 30.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 30.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### **31. Amendments to Resolutions**

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

### **32. Resolutions in Writing**

- 32.1. A resolution executed by such number of members as would have been required to vote for the resolution had it been proposed in general meeting at which all of the members were present and voting shall be as valid and effectual as if it had been passed at a general meeting duly convened and held.

32.2. For the purposes of this Article 32:

- 32.2.1 A resolution shall consist of one or more written instruments or one or more electronic communications sent to an address specified for the purpose by the secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect;
- 32.2.2 A written instrument is executed when the person executing it signs it;
- 32.2.3 An electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the secretary shall prescribe;
- 32.2.4 The members need not execute the same written instrument or electronic communication;
- 32.2.5 A resolution shall be effective when the secretary certifies that sufficient evidence has been received by him or her that the resolution has been executed in accordance with this Article 32;
- 32.2.6 If no secretary is appointed, the Chair shall perform the functions of the secretary under this Article 32;
- 32.2.7 The resolution must be accompanied by a statement informing the member how to signify his or her agreement to it and the date by which this is to be done; and
- 32.2.8 A proposed written resolution will lapse if it is not passed before 28 days from the circulation date.

## **PART 6: LIABILITY OF MEMBERS AND DISSOLUTION**

### **33. Liability of Members**

- 33.1. The liability of the members is limited.
- 33.2. Every member promises, if the Association is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Association while he or she was a member.

### **34. Dissolution**

- 34.1. If the Association is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
  - 34.2.1 by transfer to the RAF Central Fund; or
  - 34.2.2 by transfer to any other services charity or charities having objects similar to or including the Objects; or
  - 34.2.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

34.2. A final report and statement of account must be sent to the Commission.

## **PART 7: ADMINISTRATIVE ARRANGEMENTS**

### **35. Means of Communication to be Used**

35.1. Subject to the Articles, anything sent or supplied by or to the Association under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.

35.2. 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 by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

35.3. A Trustee may agree with the Association that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

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

36.1. Any notice, document or information sent or supplied by the Association to the members or any of them:

36.1.1 By post, shall be deemed to have been received 24 hours after the time at which the envelope containing the notice, document or information was posted unless it was sent by second class post, or there is only one class of post, or it was sent by air mail to an address outside the United Kingdom, in which case it shall be deemed to have been received 48 hours after it was posted. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent;

36.1.2 By being left at a member's registered address, or such other postal address as notified by the member to the Association for the purpose of receiving Association communications, shall be deemed to have been received on the day it was left;

36.1.3 By electronic means, shall be deemed to have been received 24 hours after it was sent. Proof that a notice, document or information in electronic form was addressed to the electronic address provided by the member for the purpose of receiving communications from the Association shall be conclusive evidence that the notice, document or information was sent; and

36.1.4 By making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this Article or, if later, the date on which it is first made available on the website.

### **37. Secretary**

A Secretary may be appointed by the Trustees for such time, at such remuneration (but subject to Article 4) and upon such conditions as the Trustees may think fit, and any Secretary so appointed may be removed by the Trustees. The Trustees may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

### **38. Accounts**

38.1. The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial records, the independent examination or audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

38.1.1 confirmation statements or annual returns (as applicable);

38.1.2 annual reports; and

38.1.3 annual statements of account.

38.2. The Trustees must keep proper records of:

38.2.1 all proceedings at general meetings;

38.2.2 all proceedings at meetings of the Trustees;

38.2.3 all reports of committees; and

38.2.4 all professional advice obtained.

38.3. Accounting records relating to the Association must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

38.4. A copy of the Association's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Association's reasonable costs.

### **39. No Right to Inspect Accounts and Other Records**

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

### **40. Rules and Bye-Laws**

40.1 The Trustees may from time to time make and vary such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Association and for the purposes of prescribing (a) classes of and conditions of membership and informal or club membership, (b) the admission of members and informal or club members, (c) the rights, privileges and obligations of membership and informal or club

membership, whether statutory membership or otherwise, (d) the subscriptions and any other fees payable by members and informal or club members, (e) the resolution of disputes, and (f) all other matters commonly the subject of company rules or bye-laws.

- 40.1 The members shall have power to alter, add to or repeal any such rules or bye-laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of the members and the informal or club members all such rules or bye-laws, which shall be binding on all members and all informal or club members provided that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.