

**Company number: 04176858**

**The Companies Act 2006  
Company Limited by Guarantee and not  
having a Share Capital**

**Articles of Association\***  
**of**  
**Surrey County Football Association Limited**

**Incorporated on 9 March 2001**

**\*Adopted by special resolution on 15 March 2016  
and amended by special resolution on 18 July 2016  
and amended by special resolution on 22 July 2019  
and amended by special resolution on 5 July 2021**

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**Articles of Association**  
**of**  
**Surrey County Football Association Limited**

1. **Definitions and Interpretation**

1.1 In these Articles, unless the context requires otherwise:

**Administration (Administrative) Rules** means the rules governing the administration of the Charity created and amended from time to time under these Articles;

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

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

**Annual General Meeting** has the meaning given in Article 15;

**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);

<b>Benevolent Fund</b>	means The Football Association Benevolent Fund (charity number: 299012);
<b>Board</b>	means the board of Trustees of the Charity;
<b>CA 2006</b>	means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force;
<b>Chair</b>	means the chair of the Trustees appointed in accordance with Article 29 or 30;
<b>Charity</b>	means the company intended to be regulated by these Articles;
<b>Chief Executive Officer</b>	means the person appointed from time to time to be the chief executive officer for the Charity in accordance with Article 45;
<b>Circulation Date</b>	in relation to a written resolution has the meaning given in Section 290 of the CA 2006;
<b>Clear Days</b>	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;
<b>Code of Conduct</b>	means the rules governing (amongst other things) the composition, appointment, powers and proceedings of County Members and any Working Groups created and amended from time to time under these Articles;
<b>Commission</b>	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;

**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 Surrey (as defined on 31 March 1974) or such similar area as may be determined from time to time by The Football Association;

<b>County FA</b>	means a county football association (or non-geographical equivalent) as recognised from time to time by The Football Association;
<b>County Members</b>	means the persons appointed from time to time to be county members (which shall refer to members of Working Groups, Associate Members and the volunteer workforce) in accordance with these Articles and any Code of Conduct (and <b>County Membership</b> can be construed accordingly);
<b>Document</b>	includes a summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
<b>Electronic Form and Electronic Means</b>	have the meanings respectively given to them in Section 1168 of the CA 2006;
<b>Executed</b>	includes any mode of execution;
<b>Ex Officio</b>	an individual who holds a position if they do so by virtue of some other office they hold, and their position is therefore wholly dependent (and conditional) on them continuing to hold that office.
<b>FA Representative</b>	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;
<b>FIFA</b>	means the Fédération Internationale de Football Association;

<b>Finance Director</b>	means the person appointed from time to time to be the Finance Director of the Charity in accordance with Article 47;
<b>Financial Expert</b>	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;
<b>Game</b>	means the game of association football;
<b>Hard Copy and Hard Copy Form</b>	have the meanings respectively given to them in Section 1168 of the CA 2006;
<b>Honorary Members</b>	means the persons appointed from time to time to be honorary members of the Charity in accordance with these Articles and any Rules;
<b>Laws of the Game</b>	means the laws of association football as settled by FIFA from time to time;
<b>Life Vice Presidents</b>	means the persons appointed from time to time to be the life vice presidents of the Charity in accordance with these Articles and any Rules;
<b>Members</b>	means those Affiliated Clubs, Affiliated Leagues and 1 (one) representative from the Surrey County Referees Association who are legal members of the Charity and are entitled to vote for the purposes of these Articles and the Companies Acts (and <b>Membership</b> shall be construed accordingly);

<b>Membership Rules</b>	means the rules governing membership of the Charity (if any) created and amended from time to time under these Articles;
<b>Memorandum</b>	means the memorandum of association of the Charity;
<b>Nominations Group</b>	means the committee established in accordance with Article 54;
<b>Office</b>	means the registered office of the Charity;
<b>Officers</b>	includes the Trustees and the Secretary of the Charity;
<b>President</b>	means the person appointed from time to time to be the President of the Charity in accordance with Article 28 and any Rules;
<b>Public Holiday</b>	means Christmas Day or Good Friday 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;
<b>Register of Members</b>	has the same meaning as in section 113 of the CA 2006;
<b>Rules</b>	means the rules, regulations, standing orders and bye-laws of the Charity made under Article 53 as amended from time to time by the Membership Rules and Administration (Administrative) Rules;
<b>Rules of The Football Association</b>	means the rules of The Football Association as amended from time to time;
<b>Seal</b>	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**

an independent Trustee who is appointed as such by the Board, and whose responsibilities include:

(i) providing a sounding board for the Chair;

(ii) serving as an intermediary for the other Trustees when necessary;

(iii) acting as an alternative contact for

stakeholders to share any concerns if

the normal channels of the Chair or the

Charity's management fail to resolve

the matter or in cases where such contact is

inappropriate; and

(iv) leading on the process to appraise the performance of the Chair.

**Surrey County Referees Association**

means the representative body for referees recognised by the Trustees from time to time as operating within the County;

**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;

<b>The Football Association</b>	means The Football Association Limited, a private company limited by shares (company number: 00077797);
<b>Trustees</b>	means the directors of the Charity, who are charity trustees as defined by Section 177 of the Charities Act 2011 (and <b>Trustee</b> has a corresponding meaning);
<b>United Kingdom</b>	means Great Britain and Northern Ireland;
<b>Vice Chair</b>	means the vice chair of the Trustees appointed in accordance with Article 29;
<b>Vice Presidents</b>	means the persons appointed from time to time to be the vice presidents of the Charity in accordance with the Articles and any Rules;
<b>Working Groups</b>	means the working groups or sub-groups of the Charity (including the County) to which powers are delegated under or by virtue of Articles 39 and 40;
<b>Writing</b>	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; and
<b>Year and Years</b>	means the period between an Annual General Meeting and the next one.

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 Headings are inserted for convenience only and do not affect the construction of these Articles.
- 1.6 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.
- 1.7 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.
- 1.8 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**

The name of the Charity is 'Surrey County 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.

## 3. **Office**

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

## 4. **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:

- 4.1 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 4 means land, buildings, equipment and organising sporting activities);

- 4.2 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;
- 4.3 to advance education (including academic and physical education) by such means as the Trustees think fit including 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; and
- 4.4 to support 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.

#### **5. Exercise of Powers**

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

- 5.1 to provide for, organise and deal with the affiliation and registration of clubs and other organisations, leagues, cup competitions, and tournaments;
- 5.2 to provide for the affiliation and registration of players, referees, coaches and others involved in the Game;
- 5.3 to provide for sports coaching and training, holding matches and organising related activities;
- 5.4 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;
- 5.5 to make, adopt, vary and publish Rules for regulation of the Game within the County or such other area as the Trustees shall determine;
- 5.6 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;
- 5.7 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;
- 5.8 to cooperate with The Football Association in all matters relating to the Game including compliance with the Rules of The Football Association;

- 5.9 to promote and carry out research (provided that such research shall be made available to the public);
- 5.10 to provide information, advice and guidance;
- 5.11 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;
- 5.12 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;
- 5.13 to accept or disclaim gifts of money or any other property;
- 5.14 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);
- 5.15 to purchase, take on, lease, acquire, alter, improve, construct and maintain property and equip it for use;
- 5.16 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);
- 5.17 (subject to Article 6 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;
- 5.18 to support or establish or aid in the establishment of any charities formed for all or any of the Objects;
- 5.19 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;
- 5.20 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);
- 5.21 (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;

- 5.22 to establish or acquire subsidiary companies to assist or act as agents for the Charity or to carry on any trading activity;
- 5.23 to borrow money and give security for loans subject always to and in accordance with the Trustee Act 2000 and the Charities Act 2011;
- 5.24 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;
- 5.25 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;
- 5.26 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;
- 5.27 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 5.21 above);
- 5.28 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);
- 5.29 to apply the capital or income of the Charity:
  - 5.29.1 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 in each case to any person(s), association, club, company or other organisation in the territory specified in Article 4 above for the purpose of (but not restricted to) establishing, improving or developing their chosen sport, club, league or other association or for any other purpose approved by the Trustees; and
  - 5.29.2 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 for the purpose of (but not restricted

to) establishing, improving or developing their chosen sport, club, league or other association or for any other purpose approved by the Trustees;

5.30 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

5.31 to do all such other lawful things as may further or be ancillary or incidental to the Objects.

## 6. **Income and Expenditure**

6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

6.2 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: provided that nothing in these Articles shall prevent any payment in good faith by the Charity:

6.2.1 of a benefit to any Member of the Charity, any County Member, Associate Member or to any Trustee (or a Connected Person) in his or her capacity as a beneficiary of the Charity;

6.2.2 to any County Member, Associate Member or 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;

6.2.3 of fees, remuneration or other benefit in money or money's worth to any company of which a Member of the Charity, a County Member, Associate Member 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;

6.2.4 of reasonable and proper remuneration for any goods or services supplied to the Charity by any Member of the Charity, Associate Member or any County Member who is not a Trustee (or a Connected Person);

6.2.5 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 and any services performed under a contract of employment with the Charity) provided that this provision together

with Article 6.3.5 may apply to only a minority 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);

6.2.6 of interest on money lent by any Member of the Charity, Associate Member any County Member or any Trustee (or a Connected Person) at a reasonable and proper rate;

6.2.7 of reasonable and proper rent or hire fee for premises let or hired out by any Member of the Charity, Associate Member any County Member or any Trustee (or a Connected Person);

6.2.8 of reasonable and proper premiums in respect of trustee indemnity insurance effected in accordance with Article 5.21;

6.2.9 to any Trustee or other Officer of the Charity of any indemnity effected in accordance with Article 54; or

6.2.10 of any benefit expressly authorised in Writing by the Commission;

save that, in the case of any benefit conferred on a Trustee or a Connected Person under this Article 6.2, the relevant Trustee must comply with Article 35.

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

6.3.1 of a benefit to any Member of the Charity, any County Member, Associate Member or to any Trustee (or Connected Person) in his or her capacity as a beneficiary of the Charity or any Subsidiary Company;

6.3.2 to any County Member, Associate Member or 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;

6.3.3 of fees, remuneration or other benefit in money or money's worth to any company of which a Member of the Charity, a County Member, Associate Member 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;

6.3.4 of reasonable and proper remuneration for any goods or services supplied to any Subsidiary Company by any Member of the Charity, Associate Member or any County Member who is not a Trustee (or a Connected Person);

- 6.3.5 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 6.2.5 may not apply to only a minority 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);
- 6.3.6 of interest on money lent by any Member of the Charity, Associate Member or any County Member or any Trustee (or a Connected Person) with the approval of the Trustees at a reasonable and proper rate;
- 6.3.7 of reasonable and proper rent or hire fee for premises let or hired out by any Member of the Charity, Associate Member any County Member or any Trustee (or a Connected Person);
- 6.3.8 of reasonable and proper premiums in respect of indemnity insurance effected in subject to the Companies Acts;
- 6.3.9 to any Trustee or other officer of any Subsidiary Company of any indemnity effected subject to the Companies Acts; or
- 6.3.10 of any benefit expressly authorised in Writing by the Commission;

save that, in the case of any benefit conferred on a Trustee or a Connected Person under Articles 6.3.5 to 6.3.7 inclusive, the relevant Trustee must obtain the approval of the Trustees and comply with Article 35.

- 6.4 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 6 and described in Articles 6.2.1 to 6.2.10 inclusive and Articles 6.3.1 to 6.3.10 inclusive..

## 7. **Liability of Members**

The liability of the Members is limited.

## 8. **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:

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

## 9. **Residual Assets**

9.1 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:

- 9.1.1 directly for the Objects of the Charity;
- 9.1.2 to any charity or charities for purposes falling within the Objects of the Charity; or
- 9.1.3 to any charity or charities for purposes similar to the Objects of the Charity.

9.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity under this Article 9 (except to any Member which is itself a charity chosen to benefit under this Article 9).

9.3 If no resolution is passed in accordance with Article 9.1, the net assets of the Charity shall be transferred to the Benevolent Fund or a local charitable football club or shall be applied for such charitable purposes as directed by the Commission.

## 10. **Members**

10.1 The Trustees and such other persons or organisations as are admitted to Membership in accordance with these Articles shall be the Members of the Charity from time to time.

10.2 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.

10.3 The Trustees must keep and maintain a Register of Members.

10.4 The number of Members shall be unlimited.

**11. Classes of Membership**

11.1 The Trustees may make Membership Rules under Article 53 establishing classes of Membership with different rights and obligations and shall record such rights and obligations in the Register of Members.

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

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

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

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

11.4 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.

**12. Associate Membership**

The Trustees may make Rules under Article 53 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.

**13. Admission to Membership**

13.1 Subject to Article 10, no person may become a Member of the Charity unless:

13.1.1 the Member is eligible for Membership in accordance with these Articles;

13.1.2 he or she has applied and been approved for Membership in a manner designated by the Trustees.

13.2 Unless the Charity in general meeting shall make other provision under Article 53, the Trustees may in their reasonable discretion decline any application for Membership of the Charity.

13.3 Membership is not transferable to anyone else.

## 14. **Cessation of Membership**

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

14.2 Membership shall terminate if:

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

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

14.2.3 the Member resigns in accordance with Article 14.1;

14.2.4 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;

14.2.5 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:

14.2.5.1 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

14.2.5.2 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; or

14.2.6 the Member is no longer a Trustee.

## 15. **Annual General Meeting**

15.1 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.

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

15.2.1 receipt of the Trustees' report on the Charity's activities since the previous Annual General Meeting;

15.2.2 receipt of the accounts of the Charity for the previous financial year (if available);

- 15.2.3 appointment of the auditors of the Charity;
- 15.2.4 announcement of the Life Vice Presidents, Vice Presidents and Honorary Members appointed by the Trustees in accordance with these Articles and any Rules; and
- 15.2.5 consideration of any proposed amendments to the Articles or Rules of the Charity;
- 15.2.6 discussion and determination of any issues of policy or any other business put before them.

**16. Calling General Meetings**

- 16.1 The Trustees may call a general meeting at any time.
- 16.2 On the requisition 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.
- 16.3 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.

**17. Notice of General Meetings**

- 17.1 An Annual General Meeting and a general meeting called for the passing of a special resolution shall be called by at least 21 (twenty-one) Clear Days' notice. Any other general meeting shall be called by at least 14 (fourteen) Clear Days' notice but any 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 95 (ninety-five) per cent of the total voting rights at the meeting of all the Members.
- 17.2 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.
- 17.3 Notice of any general meeting shall be given to every Member, to the Trustees and to the auditors of the Charity.

17.4 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.

18. **Proceedings at General Meetings**

18.1 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) shall constitute a quorum.

18.2 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 as the Trustees may otherwise determine. 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 (whether in person, by proxy or by their duly authorised representative) and entitled to vote shall be a quorum.

18.3 The President or in his or her absence the Chair (or in both their absence the Vice Chair) shall preside as chair of the meeting, but if neither the President nor the Chair (nor the Vice Chair) is present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be the chair of the meeting and, if there is only one Trustee present and willing to act, he or she shall be the chair of the meeting. If no Trustee is present and willing to act as the chair of the meeting, the Members present (whether in person, by proxy or by their duly authorised representative) and entitled to vote shall choose 1 (one) of their number to be the chair of the meeting.

18.4 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.

- 18.5 The chair of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without fixing a day for the meeting or to another time or place where it appears to him or her that:
- 18.5.1 persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
  - 18.5.2 the conduct of persons present prevents, or is reasonably likely to prevent, the orderly continuation of business; or
  - 18.5.3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 18.6 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.
19. **Voting Procedure at General Meetings**
- 19.1 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.
- 19.2 Subject to the provisions of the Companies Acts, a poll may be demanded:
- 19.2.1 by the chair of the meeting; or
  - 19.2.2 by at least 2 (two) Members having the right to vote at the meeting; or
  - 19.2.3 by a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 19.3 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.

- 19.4 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.
- 19.5 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.
- 19.6 Unless otherwise required by the Companies Acts or these Articles, a resolution of the Charity in general meeting may be passed as an ordinary resolution. 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.
- 19.7 In the case of an equality of votes whether on show of hands or on a poll the chair of the meeting (if he or she is a Member of the Charity) shall be entitled to a casting vote in addition to any other vote he or she may have.
- 19.8 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 30 (thirty) 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.
- 19.9 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.
20. **Votes of Members**
- 20.1 Subject to Articles 19.7 and 20.2, 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.

- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 A vote given or poll demanded by the duly authorised representative of an organisational 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.
- 20.6 Any organisation which is a Member of the Charity may by resolution of its 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.

21. **Proxies**

- 21.1 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 on .....20[ ], and at any adjournment thereof.*

*Signed on ..... 20[ ]”*

21.2 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[ ]”*

21.3 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:

21.3.1 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

21.3.2 in the case of a poll taken more than 48 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;

21.3.3 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.

21.4 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.

## 22. **Amendments to Resolutions**

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

22.1.1 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 (forty eight) hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

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

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

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

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

22.3 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.

## 23. **Written Resolutions**

23.1 Subject to this Article 23 and the Companies Acts, a written resolution agreed by:

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

23.1.2 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 23 the **Eligible Members** are the Members who would have been entitled to vote on the written resolution on the Circulation Date of the resolution.

- 23.2 Subject to Article 20.2, on a written resolution each Member shall have one vote.
- 23.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 23.4 A Members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 23.5 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.
- 23.6 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.
- 23.7 Without prejudice to Articles 23.1 to 23.6 above, any decision agreed by all the Members and notified to the Company shall be as effectual as if it had been passed at a general meeting duly convened and held. The resolution may consist of several instruments in the like form each agreed by one or more Members.

24. **The Trustees**

- 24.1 The number of Trustees shall be not less than 3 (three) and, unless otherwise determined by ordinary resolution, shall not be more than 12 (twelve).
- 24.2 Subject to Article 24.1, the Trustees shall comprise the following:
- 24.2.1 the Chair;
  - 24.2.2 the Vice Chair;
  - 24.2.3 Senior Independent Trustee;
  - 24.2.4 Finance Director;
  - 24.2.5 Youth Forum Chair (Ex-Officio);
  - 24.2.6 the Chief Executive Officer (Ex-Officio);
  - 24.2.7 up to up to 6 (six) other Trustees; and
- at least 2 (two) of the above number must have grassroots football experience.

- 24.3 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of Trustees.
- 24.4 The Trustees shall consider the mix of skills, knowledge and experience which the Board needs to govern, lead and deliver the Charity's purposes effectively and reflect this mix in Trustee appointments, balancing the need for continuity with the need to refresh the composition. The Board, led by the Chair, shall review collective performance of committees and that of individual Trustees annually with external evaluation every 3 (three) years. Such evaluation shall consider the collective balance of skills, experience and knowledge, diversity, how Trustees work together and any other factors which Trustees deem relevant to evaluate the Board's effectiveness.
- 24.5 The Board shall appoint 1 (one) of its number to be its safeguarding champion in compliance with The Football Association's safeguarding operating standard, and such Trustee shall fully meet the role description (as it may be from time to time).
- 24.6 The Trustees shall:
- 24.6.1 adopt a target of, and shall take all appropriate action to encourage a minimum of 30% (thirty percent) of each gender on its Board;
  - 24.6.2 commit to progressing to achieving greater diversity on its Board, including adopting targets to include but not be limited to black, Asian, minority ethnic and disability groups.
- 24.7 The Charity shall adopt a Trustee code of conduct, which shall, along with other Board policies, be reviewed at least every 3 (three) years.
25. **Power of Trustees**
- 25.1 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 must act in the Charity's best interests and who may exercise all the powers of the Charity.
- 25.2 The Trustees are responsible for setting the strategy of the Charity, keeping such strategy under regular review and the Trustees shall maintain and demonstrate a clear division between the Board's management and oversight roles, and the operational role of executives.

25.3 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.

25.4 The powers given by this Article 25 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.

25.5 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:

25.5.1 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

25.5.2 to enter into contracts on behalf of the Charity.

26. **Eligibility to be a Trustee**

26.1 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.

26.2 No person may be appointed as a Trustee:

26.2.1 unless he or she also consents to admission as a Member of the Charity;

26.2.2 unless he or she provides a declaration of good character;

26.2.3 unless he or she has attained the age of 16 (sixteen) years;

26.2.4 if he or she is an employee of the Charity or a director, officer, or employee of any other County FA (except the Chief Executive Officer who shall be Ex-Officio);

26.2.5 if (had he or she already been a Trustee) he or she would have been disqualified from acting under the provisions of Article 32;

26.2.6 if his or her appointment would result in the number of Trustees exceeding the maximum set by or in accordance with these Articles; or

26.2.7 if he or she is otherwise ineligible according to any Rules made by the Trustees from time to time, such Rules to be made available on request from the Secretary.

26.3 There shall be no retirement age for Trustees in office, whether at the date of adoption of these Articles or otherwise.

27. **Trustees**

27.1 The Trustees shall be appointed by the Trustees of the Charity following consultation with the Nominations Group, in accordance with this Article 27 and the procedures agreed by the Trustees from time to time and such appointment shall be following an open, publicly advertised recruitment process.

27.2 Each Trustee shall retire from office at the conclusion of the third Annual General Meeting following the commencement of his or her most recent appointment but shall then be eligible for reappointment under Article 27.3.

27.3 Subject to Article 29.8 and 30, Trustees retiring under Article 27.2 may be reappointed for a consecutive period ending at the conclusion of the third Annual General Meeting following his or her most recent retirement, but a Trustee who has served in office for 9 (nine) or more Years consecutively:

27.3.1 must take a break from office; and

27.3.2 may not be reappointed until the earlier of at least 4 (four) years following the anniversary of the commencement of his or her break from office.

save that in exceptional circumstances, a Trustee may hold office for 1 (one) further year.

27.4 If a Trustee is not re-appointed, he or she shall retain office until the meeting appoints someone in his or her place or, if it does not do so, until the end of the meeting.

27.5 In exceptional circumstances, the Trustees may appoint someone who is eligible and willing to act as a co-opted Trustee, provided such appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with these Articles as the maximum number of Trustees.

27.6 A co-opted Trustee shall hold office until the first Trustees' meeting following the next Annual General Meeting or such other time as the Trustees may time to time decide but shall then be eligible for re-appointment by the Trustees.

27.7 If a co-opted Trustee is not re-appointed, he or she shall retain office until the meeting appoints someone in his or her place or, if it does not do so, until the end of the meeting.

28. **President**

- 28.1 The President shall be appointed by the Trustees in accordance with this Article 28 and any Rules. The President shall not be a Trustee or a Member.
- 28.2 The President shall hold office as President of the Charity and shall have such rights and privileges and duties as the Trustees shall from time to time prescribe.
- 28.3 Only the Nominations Group may nominate a person as President. Such nominations shall be made by such date as the Trustees shall prescribe in each year.
- 28.4 A person appointed as President shall hold office until the conclusion of the third Annual General Meeting after his or her appointment but shall then be eligible for re-appointment in accordance with this Article 28. The President may be reappointed for a consecutive period ending at the conclusion of the third Annual General Meeting following his or her most recent retirement, but if the President has been appointed for 12 (twelve) or more Years consecutively:
- 28.4.1 must take a break; and
- 28.4.2 may not be reappointed until the earlier of at least 4 (four) years following the anniversary of the commencement of his or her break.
- 28.5 In the event of a casual vacancy occurring the Trustees shall have the power (but shall not be obliged) to appoint a replacement President for the remainder of his or her term of office.

29. **Chair and Vice Chair**

- 29.1 The Chair of the Trustees shall be appointed by the Trustees following an open, publicly advertised recruitment process and in accordance with this Article 29. The role of Chair and Chief Executive Officer shall not be exercised by the same individual.
- 29.2 The Vice Chair shall be appointed by decision of the Trustees.
- 29.3 Nomination for the position of Chair of the Trustees shall be made in Writing by the Nominations Group to the Secretary up to and including 30 April in the third year of his or her term. In the event that no nominations are received as at 30 April, nominations can be received in Writing from a proposer and seconder from among the Trustees prior to the date of the first meeting of the Trustees following the Annual General Meeting in the Chair's third year in office (as the case may be). In the event of there being no nominations in accordance with the foregoing, nominations may be received at the meeting of the Trustees following the Annual General Meeting.

- 29.4 The Trustees shall appoint any person (whether already a Trustee or not) as the Chair of the Trustees from among the nominations received. If there is only one nomination, the person so nominated shall be appointed as the Chair.
- 29.5 Subject to Article 29.6, the Chair and Vice Chair shall hold office until the conclusion of the first meeting of the Trustees following the third Annual General Meeting after his or her appointment but he or she shall then be eligible for re-appointment.
- 29.6 The Chair and Vice Chair shall:
- 29.6.1 cease to be a Trustee if he or she resigns or is removed as the Chair for any reason;
- and
- 29.6.2 cease to be the Chair and Vice Chair respectively if he or she ceases to be a Trustee for any reason.
- 29.7 The Vice Chair shall deputise for the Chair in his or her absence or if the Chair (if present) is unable or unwilling to preside at any meeting.
- 29.8 The Chair may serve on the Board for a maximum of 12 (twelve) years, save in exceptional circumstances, the Chair may hold office for 1 (one) further year.

30. **Ex Officio**

The Chief Executive Officer and Youth Forum Chair shall be appointed in an Ex-Officio capacity and may serve on the Board for the duration of their holding the relevant office.

31. **Casual Vacancies**

- 31.1 The Trustees or the Members by ordinary resolution and on advice from the Nominations Group may (but shall not be obliged to) appoint a person who is eligible and willing to act to be a Trustee to fill a casual vacancy arising among the Trustee.
- 31.2 A Trustee appointed to fill a casual vacancy under this Article 31 shall hold office until the person he or she has replaced was due to retire but shall then be eligible for re-election or re-appointment.
- 31.3 If a Trustee is not re-appointed, he or she shall retain office until the meeting appoints someone in his or her place or, if it does not do so, until the end of the meeting.

32. **Disqualification and Removal of Trustees**

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

- 32.1.1 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;
- 32.1.2 is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of a charity;
- 32.1.3 is suspended or prohibited by a decision of The Football Association from holding office or from taking part in any footballing or related activities relating to the administration or management of the Charity;
- 32.1.4 becomes incapable by reason of illness or injury of managing and administering his or her own affairs;
- 32.1.5 resigns from his or her office by notice to the Charity (but only if at least the minimum number specified in Article 24.1 will remain in office when the notice of resignation is to take effect);
- 32.1.6 is absent without sufficient reason from 3 (three) consecutive meetings of the Trustees and the Trustees resolve that his or her office be vacated;
- 32.1.7 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;
- 32.1.8 makes a composition with his or her creditors generally in satisfaction of his or her debts;
- 32.1.9 is removed from office by the Trustees on the grounds that he or she 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 32.1.9 may only be passed if:
  - 32.1.9.1 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
  - 32.1.9.2 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;

32.1.10 ceases to be a Member of the Charity for any reason;

32.1.11 is removed from office by the passing of an ordinary resolution of the Members in accordance with Section 168 of the CA 2006.

32.2 The provisions of Article 32.1 shall apply to each member of any Working Group as if he or she were a Trustee; and he or she shall cease to be a Working Group member if the same circumstances apply.

### **33. Trustees' Appointments**

33.1 Subject to the provisions of the Companies Acts and to Article 6, the Trustees may appoint 1 (one) or more of their number to any 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.

33.2 Except to the extent permitted by Article 6, 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.

### **34. Proceedings of Trustees**

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

34.2 The Trustees shall meet not less than 4 (four) times each year. Two Trustees or the Chair may (and the Secretary shall upon such request) call a meeting of the Trustees.

34.3 It shall not be necessary to give notice of a meeting to any person who is absent from the United Kingdom.

34.4 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one third of their number or 5 (five) Trustees, whichever is the greater.

34.5 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.

34.6 Unless he or she is unwilling to do so, the Chair of the Trustees (or in his or her absence the Vice Chair) shall preside 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 (and the Vice 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) of the number to be chair of the meeting.

34.7 Questions arising at a meeting shall be decided by a majority of votes but in the case of an equality of votes the chair of the meeting shall (subject to Article 35) have a second or casting vote.

34.8 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. A person participating in this way shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting is.

35. **Declaring Conflicts of Interest**

35.1 Unless Article 35.2 below applies, a Trustee must declare the nature and the extent of:

35.1.1 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

35.1.2 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.

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

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

35.2.2 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).

35.3 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. For the avoidance of doubt, if a conflict is deemed to be material, then the conflicted Trustee may not participate in the discussion of, or vote in respect of, the matter in which they have a material conflict of interest.

35.4 Unless Article 35.5 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:

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

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

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

35.5 The provisions of Articles 35.4.1 to 35.4.3 inclusive shall not apply in relation to any discussion or decision in relation to the following payments or other benefits:

35.5.1 any benefit received by a Trustee or a Connected Person in his or her capacity as a beneficiary of the Charity under Article 6.2.1 and which is generally available to the beneficiaries of the Charity;

35.5.2 reimbursement of a Trustee's expenses permitted under Article 6.2.2;

35.5.3 the purchase of any premium in respect of trustee indemnity insurance permitted under Article 6.2.8; or

35.5.4 payment to a Trustee or other Officer of an indemnity permitted under Article 6.2.9; unless in the circumstances the other Trustees decide to the contrary.

## 36. **Authorising Conflicts of Interest**

36.1 The Trustees may, in accordance with the requirements set out in this Article 36, 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.

36.2 Any authorisation under this Article 36 shall be effective only if:

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

- 36.2.2 the Trustees comply with the procedure set out at Article 35; and
- 36.2.3 the unconflicted Trustees consider it in the interests of the Charity to authorise the conflict of interests in the circumstances applying.
- 36.3 Any authorisation of a matter under this Article 36 may:
- 36.3.1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised;
- 36.3.2 be subject to such terms and for such duration or to such limits or conditions as the Trustees may determine; and
- 36.3.3 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).
- 36.4 In authorising a conflict of interests under this Article 36, 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:
- 36.4.1 disclose such information to the Trustees or to any Trustee, Officer or employee of the Charity;
- 36.4.2 where, to do so, would amount to a breach of that duty of confidentiality.
- 36.5 Where the Trustees authorise a conflict of interests under this Article 36, 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.
- 36.6 Where the Trustees authorise a conflict of interests under this Article 36, the relevant Trustee:
- 36.6.1 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
- 36.6.2 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.
- 36.7 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.

36.8 Without prejudice to Articles 36.1 to 36.7, the Members may unanimously authorise or ratify any matter proposed to them which would, if not so authorised or ratified, involve a Trustee breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests.

36.9 For the avoidance of doubt nothing in this Article 36 shall permit, authorise or ratify the conferral of any payment or other benefit from the Charity not expressly permitted under Article 6.

### **37. Validity of Trustees' Acts**

37.1 Subject to Article 37.2, all acts done by a meeting of the Trustees, or of a Working Group of Trustees, shall be as valid notwithstanding the participation in any vote of a Trustee:

37.1.1 whose appointment was defective;

37.1.2 who was disqualified from holding office;

37.1.3 who had previously retired or who had been obliged by the constitution to vacate office;

or

37.1.4 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.

37.2 Article 37.1 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 Working Group of Trustees if the Trustee has not complied with Article 35 or if, but for Article 37.1, the resolution would have been void or not duly passed.

### **38. Written Resolutions of Trustees**

38.1 A resolution in Writing signed by all the Trustees 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 Working Group of Trustees) duly convened and held.

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

39. **Delegation by the Trustees**

39.1 Subject to the Articles, the Trustees may delegate to any person or Working Group:

39.1.1 any of their powers or functions;

39.1.2 the implementation of any of their decisions; and

39.1.3 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.

39.2 The terms of delegation may permit sub-delegation.

39.3 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.

39.4 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.

40. **Delegation to Working Groups**

40.1 In relation to delegation to any Working Group:

40.1.1 the terms of delegation shall specify those who may serve the Working Group (although the delegation may also allow the Working Group to make co-options up to a specified number);

40.1.2 the composition of any Working Group shall be at the discretion of the Trustees;

40.1.3 the acts and proceedings of any Working Groups shall be fully and promptly reported to the Trustees; and

40.1.4 no Working Group 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.

40.2 Any individual appointed to a Working Group shall be so appointed following an open, publicly advertised recruitment process and in accordance with this Article 40.

40.3 The meetings and proceedings of any Working Group 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.

**41. Delegation of Management Powers**

41.1 In relation to the delegation of management powers to the Chief Executive Officer or any other managers:

41.1.1 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.

41.1.2 the Trustees shall provide the Chief Executive Officer or any other managers with a description of his or her role and the extent of his or her authority; and

41.1.3 the Chief Executive Officer or any other managers 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).

**42. Delegation of Investment Management**

42.1 In relation to the delegation of the management of investments to a Financial Expert or Experts:

42.1.1 the investment policy must be set out in Writing for the Financial Expert or Experts by the Trustees;

42.1.2 timely reports of all transactions must be provided to the Trustees;

42.1.3 the performance of the investments must be reviewed regularly with the Trustees;

42.1.4 the Trustees must be entitled to revoke such delegation arrangement at any time;

42.1.5 the investment policy and the delegation arrangements must be reviewed regularly;

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

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

**43. 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 by:

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

43.2 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 43.

**44. Secretary**

44.1 The Trustees may appoint such person as they think fit to be the Secretary for such term, at such remuneration (subject to Article 6) and upon such conditions as they may think fit, and any person so appointed may be removed by them at any time.

44.2 The Secretary shall be entitled to receive notices of meetings of the Trustees and general meetings and to attend and speak (but not vote in such capacity) at such meetings.

44.3 The powers of the Secretary may be delegated by the Trustees in accordance with Article 41.

44.4 For the avoidance of doubt the Chief Executive Officer may be appointed as the Secretary.

**45. Chief Executive Officer**

45.1 The Trustees may appoint such person as they think fit to be the Chief Executive Officer for such term, at such remuneration (subject to Article 6) and upon such conditions as they may think fit; and any person so appointed may be removed by them at any time.

45.2 The Chief Executive Officer shall be entitled to:

45.2.1 receive notices of meetings of the Trustees and general meetings;

45.2.2 to attend and speak at such Trustees meetings; and

45.2.3 to attend, speak and vote (in such capacity) at such general meetings.

45.3 The powers of the Chief Executive Officer may be delegated by the Trustees in accordance with Article 41.

45.4 For the avoidance of doubt the Secretary may be appointed as the Chief Executive Officer.

**46. FA Representative**

46.1 The Trustees shall decide which person should be the FA Representative each year following recommendations by the Nominations Group.

46.2 Such person shall be appointed for 1 (one) year and upon such conditions as the Trustees thinks fit.

46.3 A person so appointed may be removed at any time by the Trustees.

46.4 In the event of a casual vacancy occurring the Trustees shall have the power (but shall not be obliged) to appoint a replacement FA Representative at any time.

**47. Finance Director**

47.1 The Trustees may appoint such person as they think fit to be the Finance Director for such term, and for such remuneration (subject to Article 6) and upon such conditions as they may think fit; and any person so appointed may be removed by them at any time.

47.2 The Finance Director shall be entitled to receive notice of meetings of the Trustees and general meetings and to attend and speak at such meetings.

47.3 The powers of the Finance Director may be delegated by the Trustees in accordance with Article 41.

**48. Seal**

The Seal (if any) shall only be used by the authority of the Trustees or of a Working Group 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.

**49. 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.

**50. Minutes**

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

- 50.1 of all appointments of officers made by the Trustees;
- 50.2 of all resolutions of the Charity and of the Trustees (including decisions of the Trustees made without a meeting); and
- 50.3 of all proceedings and reports of meetings of the Charity and of the Trustees and of Groups of Trustees, including the names of the Trustees present at each such meeting.

**51. Records and Accounts**

51.1 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:

- 51.1.1 annual reports;
- 51.1.2 confirmation statements; and
- 51.1.3 annual statements of account.

51.2 No Associate 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.

**52. Communications by the Charity**

52.1 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:

- 52.1.1 in Hard Copy Form;
- 52.1.2 in Electronic Form; or
- 52.1.3 by making it available on a website.

52.2 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).

- 52.3 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.
- 52.4 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:
- 52.4.1 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;
- 52.4.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 52.4.3 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.
- 52.5 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.
- 52.6 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.
- 52.7 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.
53. **Rules**
- 53.1 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 regulate:

- 53.1.1 the admission and classification of Members, Associate Members and County Members of the Charity;
  - 53.1.2 the rights, privileges and obligations of such Members, Associate Members and County Members and the conditions of Membership and Associate Membership;
  - 53.1.3 the terms on which Members, Associate Members and County Members may resign or have their Membership and Associate Membership;
  - 53.1.4 the entrance fees, subscriptions, affiliation fees and other fees or payments to be made by Members, Associate Members;
  - 53.1.5 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;
  - 53.1.6 the setting aside 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;
  - 53.1.7 the procedure at general meetings and meetings of the Trustees and Groups of the Trustees insofar as such procedure is not regulated by the Articles;
  - 53.1.8 to resolve or establish procedures to assist the resolution of disputes or complaints within the Charity;
  - 53.1.9 generally all such matters as are commonly the subject matter of company rules.
- 53.2 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.
- 53.3 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).

**54. Committee Groups**

54.1 The Board shall establish a Finance Sub-Group, Governance Sub-Group and Nominations Group and any other further committee groups which it considers necessary to support its work, or any other groups as may be required by the rules and regulations of The Football Association from time to time. Any group established by the Board shall each have its own terms of reference, and shall report to the Board in accordance with such terms.

54.2 A majority of the members of the Nominations Group shall be independent, non-executive Trustees and it shall be chaired by the Chair (except when dealing with the appointment of the Chair, when it shall be chaired by an independent non-executive Trustee).

**55. Inclusion Advisory Group**

The Trustees shall maintain an Inclusion Advisory Group to lead on equality, inclusion and diversity matters. The Inclusion Advisory Group shall be independent and advisory in nature, and therefore is not able to bind the Board. The chair of the Inclusion and Advisory Group shall be appointed via an open and publicly advertised recruitment process and managed by the Nominations Group.

**56. Youth Forum**

The Trustees shall maintain a Youth Forum to lead on matters affecting young people within the County. The Youth Forum shall be independent and advisory in nature, and therefore is not able to bind the Board. The chair of the Youth Forum shall be appointed via an open and publicly advertised recruitment process and managed by the Nominations Group, and where not restricted by age under the Companies Acts, shall be a Trustee on an Ex-Officio basis.

**57. Indemnity**

Subject to the provisions of the Companies Acts but without prejudice to any other indemnity to which a Trustee may otherwise be entitled, 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.

**58. Alteration of the Articles**

58.1 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.

58.2 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.

58.3 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.

**59. Winding Up**

59.1 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.

59.2 In the event of the winding up of the Charity in accordance with Article 59.1 above the Trustees after settlement of all financial obligations shall distribute the proceeds of the Charity's residual assets in accordance with Articles 8 and 9 above.

**Company number: 04176858**

**The Companies Act 1985  
Company Limited by Guarantee and not  
having a Share Capital**

**Memorandum of Association  
of  
Surrey County Football Association Limited**



**Incorporated on 9 March 2001**

**muckle<sup>LLP</sup>**

Muckle LLP  
Time Central  
32 Gallowgate  
Newcastle upon Tyne  
NE1 4BF

Company number: 04176858

The Companies Act 1985  
Memorandum of Association  
of  
Surrey County Football Association Limited

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

---

**Name and address of subscriber**

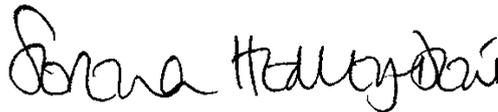
Robert Foster  
66 Lincoln's Inn Fields  
London WC2A 3LH



Karena Vleck  
66 Lincoln's Inn Fields  
London WC2A 3LH



Serena Hedley-Dent  
66 Lincoln's Inn Fields  
London WC2A 3LH

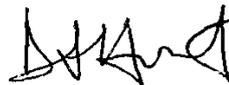


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Date: 8 March 2001

Witness to the above signatures:

DAVID HUNT  
TRANEE SOMMITOR  
FARLER A CO  
66 LINCOLN'S INN FIELDS  
LONDON WC2A 3LH



**Company number: 04176858**

**The Companies Act 2006  
Company Limited by Guarantee and not  
having a Share Capital**

**Membership Rules  
of  
Surrey County Football Association Limited**

**Rules adopted by ordinary resolution dated 15 March 2016**

**and amended by special resolution on 22 July 2019**

**and amended by special resolution on 5 July 2021**

**muckle<sup>LLP</sup>**

**Muckle LLP  
Time Central  
32 Gallowgate  
Newcastle upon Tyne  
NE1 4BF**

**Company number: 04176858**

**The Companies Act 2006  
Company Limited by Guarantee  
and not having a Share Capital**

**Membership Rules  
of  
Surrey County Football Association Limited**

**1. Basis of Rules**

These Membership Rules are made pursuant to Article 10 of the Charity's Articles and may be altered, added to or revoked by the Charity in accordance with Article 53.

**2. Definitions and Interpretation**

2.1 In these Membership Rules, unless the context requires otherwise, the definitions and rules of interpretation set out in the Articles shall apply.

2.2 In these Membership Rules, unless the context requires otherwise, references to a Rule are to a Rule in these Membership Rules.

2.3 Except where expressly permitted in the Articles, no Rule in these Membership Rules shall be inconsistent with or shall affect or repeal anything contained in the Articles and in the event of any such inconsistency the Articles shall prevail.

2.4 Subject to the Articles and these Membership Rules, in the event of any ambiguity the Trustees shall have the power to rule on the interpretation of these Membership Rules.

**3. Members**

3.1 Article 10 sets out which individuals and organisations may be entitled to Membership of the Charity.

3.2 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.

3.3 The following persons and organisations may also be admitted as Members of the Charity under Article 10 and these Membership Rules:

3.3.1 the Affiliated Clubs;

3.3.2 the Affiliated Leagues; and

3.3.3 1 (one) representative from the Surrey County Referees Association.

3.4 Except as otherwise set out in these Membership Rules, for the purposes of Article 11 each of the above classes of Members shall have the same and equal rights and privileges under the Articles and the Companies Acts. In particular each Member shall be entitled to receive notice of, and to attend, speak and vote at, general meetings of the Charity.

3.5 For the avoidance of doubt those individuals in such capacities listed in Rule 4.2 shall not be Members of the Charity.

3.6 The Trustees must keep and maintain a Register of Members.

#### 4. **Associate Members**

4.1 Article 12 sets out which individuals and organisations may be entitled to Associate Membership of the Charity.

4.2 Without prejudice to Article 12, the following shall also be entitled to Associate Membership of the Charity under Article 12:

4.2.1 the Honorary Members;

4.2.2 President

4.2.3 Vice President;

4.2.4 FA Representative;

4.2.5 Life Vice President; and

4.2.6 any other individuals admitted to Associate Membership by the Trustees.

4.3 Associate Members shall have no rights or privileges under the Companies Acts but shall have such rights and privileges as these Membership Rules may prescribe.

4.4 Except as otherwise set out in these Membership Rules, for the purposes of Article 12 each of the above classes of Associate Members shall have the same and equal rights and privileges.

4.5 For the avoidance of doubt the Associate Members shall not in such capacity be Members of the Charity.

4.6 The Trustees must keep and maintain a register of Associate Members.

**5. County Members**

- 5.1 County Members shall be entitled to be a County Member from the date they are admitted to become a County Member, and for the duration of their volunteering role within the County, provided they are appointed to a Working Group or are a County Cup volunteer.
- 5.2 Other County Members who are not appointed to a Working Group, or a County Cup volunteer, shall be an Associate Member for one calendar year from the date of their admission.
- 5.3 County Members shall have no rights or privileges under the Companies Acts but shall have such rights and privileges as these Membership Rules may prescribe.
- 5.4 For the avoidance of doubt the County Members shall not in such capacity be Members of the Charity.
- 5.5 The Trustees may, if they are of the opinion that the interests of the Charity so require, give notice to any County Member requesting that he or she withdraw from County Membership within a time specified in such notice.
- 5.6 If on the expiry of the time specified in such notice the County Member has not withdrawn from County Membership by submitting notice of his or her resignation, or if the County Member so requests in writing, the matter shall be referred to a meeting of the Trustees.
- 5.7 The Trustees and the County Member shall be given at least 14 (fourteen) days' written notice of the meeting, and such notice shall specify the matter to be discussed.
- 5.8 The County Member shall at the meeting be entitled to present a statement in his or her defence either verbally or in writing and shall not be required to withdraw from County Membership unless more than half of those present and voting shall then vote for his or her removal, or unless he or she fails to attend the meeting without sufficient reason being given. If so, he or she shall thereupon cease to be a County Member and his or her name shall be removed from the list of County Members.
- 5.9 The Trustees must keep and maintain a register of County Members.