

THE COMPANIES ACT 2006
A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF
THE NORTH WEST COUNTIES FOOTBALL LEAGUE LIMITED

1. PRELIMINARY

The regulations contained in the Model Articles as specified under the Companies Act 2006 shall not apply to the Company.

2. INTERPRETATION

2.1 In these regulations:

“Act” means the Companies Act 2006 (including any statutory modification or re-enactment thereof for the time being in force);

"articles" means the articles of the Company.

“Board” means the Board of Directors of the Company appointed in accordance with the Article 15.

"clear days" in relation to the period of a notice, means that 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;

"Club" means any football club which is for the time being admitted to Competition under the direction of the FA National Leagues Committee.

"Commercial Agreement" shall mean any agreement or agreements relating to the playing of matches, advertising, merchandising and general promotion of each of the Clubs entered into by the Company (but without prejudice to each Member Club's own separate agreements) which have the object of promoting the welfare and general commercial interest and increasing the financial resources of each of the Clubs and the Company.

"Committee Members" means the Officers of the Competition and such members of the Management Committee for the time being appointed in accordance with Article 19. The chairman and elected members appointed in accordance with Article 19.

"the Company" means The North West Counties Football League Limited;

"Competition" means the football competition to be managed by the Company under the name "The North West Counties Football League" and consisting of the football clubs who are from time to time admitted to the Competition under the rules;

“Emergency Committee” means the Management Committee Chairman, Vice Chairman and Competition Secretary or other Committee Members/s as required, totalling three in number, empowered to give a ruling subject to ratification by the Management Committee.

"Fit and Proper Declaration" means the declaration to be made by each director of an incorporated member club in the form determined from time to time by the Football Association;

"Football Creditor" means:

- (i) The Football Association;
- (ii) The FA Premier League Limited;
- (iii) The Football League Limited;
- (iv) The Football Conference Limited;
- (v) The Northern Premier Football League Limited;
- (vi) The Southern Football League Limited;
- (vii) The Isthmian Football League Limited;
- (viii) Any member Club of the leagues or organisations listed in (i) to (vii) above;
- (ix) Any full time or part time employee of a member club, or former full time or part time employee of a member club, in respect of sums due to such person by way of arrears of remuneration. This excludes for these purposes all and any claims for redundancy, unfair or wrongful dismissal or other claims arising out of the termination of the contract or in respect of any period after the actual date of termination;
- (x) The Professional Footballers' Association Limited;
- (xi) The Football Foundation;
- (xii) Any County Football Association recognised by the Football Association; (xiii) Any other affiliated Clubs and Leagues;
- (xiii) Any pension scheme or plan administered by or on behalf of the Company.

"Insolvency event" means when:

- (i) A manager, receiver, administrator or administrative receiver is appointed in respect of the Club or any part of its undertaking or assets;
- (ii) An administration order is made in respect of the club;
- (iii) A winding-up order is made in respect of the club;
- (iv) The club enters into any arrangement with its creditors or some part of them in respect of the payment of its debts or part of them as a Company Voluntary Arrangement (under the Insolvency Act 1986 including any statutory modification or re-enactment thereof for the time being in force) or a Scheme of Arrangement (under the Companies Act 2006).

"Management Committee" means the Management Committee for the time being of the Competition, comprising the Committee Members

"office" means the registered office of the Company;

"Officers of the Competition" means the President, Life Members, Chairman, Vice Chairman, Competition Secretary, Fixture Secretary, Treasurer and any other Officer appointed by the Management Committee.

"Rules of the Competition" means the Rules of The North West Counties Football League Limited (subject to such amendments as shall from time to time be made or adopted by the Company);

"the United Kingdom" means Great Britain and Northern Ireland

2.2 Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modifications thereof not in force when these regulations become binding on the Company.

2.3 A reference to a person includes a body corporate and an unincorporated body of persons.

3. **OBJECTS CLAUSES**

3.1 The objects for which the Company is established are:

(A) To acquire and take over as from the 1st day of July 2018 the functions, assets and liabilities of the unincorporated association known as The North West Counties Football League; to control, administer, manage, supervise, co-ordinate and be responsible for overseeing the activities of The North West Counties Football League; to draw up and enforce rules to be observed by and for the regulation of the conduct of football clubs forming The North West Counties Football League from time to time including the conditions for entry and exclusion therefrom.

(B) To promote interest in the game of football and to protect and advance the mutual and trade interests of its members; to carry on the business and activities of a sports federation and governing body in all its branches.

(C) To encourage the playing of football in a competitive and sportsmanlike manner and to engage in such connected social or other activities as may be beneficial for the Company, its members or the sport of football.

(D) To arrange and hold meetings and competitions periodically for members and to establish playing, ground, facility and general standards for such members.

(E) To do all such other lawful things as are incidental or conducive to the attainment of the above objects of any of them.

(F) To carry on any trade or business whatsoever which can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such business as aforesaid or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or in turn to account any of the Company's assets, property or rights..

4. Except as hereinafter provided, the income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof (except such income as derives from Commercial Agreements as defined in Article 7 of the Company's Articles of Association or from grants, awards, gifts or donations as the Company may

determine to pay as referred to under clause 3 (E) hereof) shall be paid or transferred directly or indirectly, by way of bonus or otherwise howsoever, to members of the Company provided that nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or of its management committee or other governing body at a reasonable and proper rate;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its management committee or other governing body;
- (d) to any member of its management committee or other governing body of out-of-pocket expenses; and
- (e) pursuant to the rules of The North West Counties Football League from time to time.

5. LIABILITY OF MEMBERS

- 5.1 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or it is a member, or within one year after he or it ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or it ceases to be a member, and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.
- 5.2 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all of its debts and liabilities, any property whatsoever, the same shall be given or transferred to some other body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution or winding-up, and if so far as effect cannot be given to such provision, then to some other body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto (whether or not the body or bodies in question shall be a member or members of the Company) to be similarly determined or in the discretion of the Company to be paid to or distributed equally amongst the members of the Company at the time.

6. MEMBERS

- 6.1 Members shall be only such Clubs, or in the case of unincorporated associations the duly appointed nominees of such Clubs, which are in membership of the Competition for the time being in accordance with the Rules. The names of Clubs in the Competition will be determined by the Management Committee.
- 6.2 The provisions of section 113 of the Act shall be observed by the Company.

- 6.2.1 Every Club which is a corporation, or body corporate, and which signs and submits a membership application form shall be deemed to become a member on its name being entered in the register of members together with particulars required by Section 113 of the Act.
- 6.2.2 Every Club which is an unincorporated association shall be obliged to nominate an individual as its nominee. Each nominee shall act in all respects in accordance with the directions of the Club which has appointed him.
- 6.2.3 Every Club which is an unincorporated association shall be entitled to submit a membership application form with such modifications as the Management Committee shall require. The appointed nominee shall be deemed to become a member on his name being entered in the register of members
- 6.2.4 Every Club which is an unincorporated association shall be entitled at any time and from time to time upon notice in writing to the Company to require the deletion of the name of its appointed nominee for the time being and the substitution therefor of the name of another nominee to act on its behalf. Any such alteration in the name of the appointed nominee shall not affect the rights, privileges and obligations of any such Club in relation to membership of the Company.
- 6.3 Any Club wishing to transfer its membership must obtain the prior approval of the Company and the Football Association, and comply with the provisions of the Rules regarding the transfer of membership. Transfers of membership include:
- (i) Incorporation of a members' club;
 - (ii) Transfer of engagements from one limited company to another;
 - (iii) Asset purchase by a new corporation from a club in administration;
 - (iv) Transfer from one members' club to another.
- 6.4 Any Club, or in the case of an unincorporated association the duly appointed nominee of any Club, which is a member of the Company by virtue of the Club in question being in membership of the Competition shall automatically cease to be a member of the Company on the Club in question ceasing to be in membership of the Competition and in such circumstances the name of such Club (in the case of a corporation or body corporate) or the name of such Club's duly appointed nominee (in the case of an unincorporated association) shall be removed from the register of members forthwith.

5. **MEMBERSHIP APPLICATION FORM**

Every Club shall deliver to the Company an application for membership of the Company in the form in force at the relevant time or in such other form as the Committee Members may require, which shall be signed (in the case of a Club) for and on behalf of the Club by two of its directors (in the case of companies) or officers (in the case of unincorporated associations).

The membership application form when completed and signed shall be deposited with the Secretary of the Company at the Company office.

6. RESIGNATION AND REMOVAL OF A MEMBER

- 6.1 Any Club may resign from membership of the Company at the end of a playing season of the Competition and prior to the annual general meeting next following the end of such playing season provided it has notified the League Secretary of its decision to so resign on or before 31st March in that season. This rule shall not operate so as to preclude promotion or relegation of any Club to another Competition.
- 6.2 The members in general meeting by a resolution passed by a three quarters' majority of those present and voting may, on the recommendation of the Directors, expel a member from the League. The Directors may suspend such a member from the League pending the general meeting. The notice convening the meeting shall stipulate the matter to be discussed. The member facing expulsion shall be entitled if present at that meeting to present a statement in defence of that expulsion either verbally or in writing. If the vote is carried by the required majority, the member shall be erased from the League's register of members.
- 6.3 A member must inform the Competition Secretary and the Football Association immediately if that member enters into an Insolvency Event.

The Management Committee shall have the power to suspend a member club on notification of it's having entered an Insolvency Event, and may take any further action as allowed by the Rules of the Competition.

6. COMMERCIAL AGREEMENTS

- 6.1 The Board of Directors, without prejudice to its existing rights, powers, and duties in connection with the management of the business and affairs of the Company, shall have full authority at its discretion to negotiate and procure the Company to enter into any Commercial Agreement and the Clubs shall comply with all obligations on their part which may be contained or referred to in any such Commercial Agreement.
- 6.2 All profits deriving from Commercial Agreements shall belong beneficially to those Clubs which are Members of the Competition throughout the season in respect of which those profits are made, in the ratio of equal shares to each Member Club less any share of the total amount retained by the Company.
- 6.3 Withdrawal from the League as per Rule 15 for whatever reason shall not affect the accrued right to a share of profits under clause 6.2 above of any Member.
- 6.4 Any Club failing to fulfil the requirements of any North West Counties Football League Limited Sponsorship Agreement may, at the discretion of the Management Committee, have their share or part share of any money due to them from the sponsorship withheld.

7. GENERAL MEETINGS

- 7.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 7.2 The Management Committee may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than 40 days after receipt of the requisition. If there is not a meeting of the Management Committee to be held and a resolution to be passed thereat to call a general meeting, one third of the members may call a general meeting.

8. NOTICE OF GENERAL MEETINGS

- 8.1 An annual general meeting or any extraordinary general meeting called for the passing of a special resolution shall be called by at least fourteen clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- 8.1.1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- 8.1.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety five per cent of the total voting rights at the meeting of all the members.

The notice shall specify the 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.

Subject to the provisions of the Articles, the notice shall be given to all members, the Board of Directors, Management Committee Members, the auditors and to any life members (provided that there shall be no obligation to give any notice to a Club which is unincorporated association when notice has been given to its duly appointed nominee).

- 8.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

9. ANNUAL GENERAL MEETING

- 9.1 The annual general meeting shall be held on the second Saturday in June in each year unless otherwise decided by the Management Committee (provided that no more than 15 months shall elapse between annual general meetings).
- 9.2 The following business shall be transacted at the annual general meeting:
- 9.2.1 the minutes of the preceding annual general meeting and any other special general meeting having been circulated, will be confirmed and business arising therefrom dealt with;
- 9.2.2 a report from the President and / or the Chairman;

- 9.2.3 the adoption of standing orders;
 - 9.2.4 the presentation and adoption of the annual report and annual accounts of the Company;
 - 9.2.5 confirmation of changes to the membership of the Company;
 - 9.2.6 the election of members of the Management Committee and officers;
 - 9.2.7 appointment of auditors;
 - 9.2.8 any alterations to the Rules;
 - 9.2.9 a report by the Company and/or the Competition Secretary; and
 - 9.2.10 the consideration of any other business (of which, subject to Article 8.1.1, at least twenty-eight clear days' notice must have been given).
- 9.3 A copy of the annual accounts of the Company and agenda shall be sent to each member with the notice of the annual general meeting.

10. **QUORUM AT GENERAL MEETINGS**

- 10.1 No business shall be transacted at any meeting unless a quorum is present. Not less than three-fifths of members for the time being entitled to vote upon the business to be transacted each (subject to the proviso contained at article 3.3) being a duly appointed nominee of a Club which is an unincorporated association or present by a duly authorised representative in the case of a Club which is a corporation or body corporate shall be a quorum.
- 10.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Management Committee may determine.

11. **CHAIR OF GENERAL MEETINGS**

- 11.1 The Chairman or, failing him/her, some other Committee Member nominated by the Management Committee shall preside as chairman of the meeting, but if neither the Chairman nor such other Committee Member (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Committee Members present shall elect one of their number to be chairman and, if there is only one such Committee Member present and willing to act, he/her shall be chairman.
- 11.2 If no Committee Member is willing to act as chairman, or if no such Committee Member is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

12. **ADJOURNMENTS OF GENERAL MEETINGS**

- 12.1 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by resolution of 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 the adjournment not taken place.
- 12.2 When a meeting is adjourned for fourteen days or more, at least 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.

13. VOTING AT GENERAL MEETINGS

- 13.1 Subject as otherwise provided in these regulations, 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. Subject to the provisions of the Act, a poll may be demanded:

by the Chairman; or

by at least four members having the right to vote at the meeting;

(and a demand by a person as proxy for a member shall be the same as a demand by the member)

- 13.2 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and a place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 13.3 Subject as otherwise provided in these regulations, on a show of hands every member who (being an unincorporated association) is present by its nominee or (being a company or body corporate) is present by its duly authorised representative shall have one vote and on a poll every member so present by representative or nominee or present proxy shall have one vote.
- 13.4 Any company or body corporate which is a member may by resolution of its directors or other governing body authorise such person (who shall be a member of the board of directors or management committee of that Club) as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Company or body corporate which he represents as that Club could (to the extent that it is otherwise entitled to do so) exercise if it were an individual member of the Company.
- 13.5 Each member club shall ensure that its representative or nominee attends each general meeting of the Company. The representative or nominee must be a member of the board of directors or management committee of that Club. Any Club failing to be represented at any general meeting of the Company will pay a minimum fine of £100 to the Company, which fine may, however, be remitted or reduced if a satisfactory explanation of such absence be subsequently given to the Management Committee. Each member may, in addition to its duly authorised representative or its duly appointed nominee, have in attendance at all general meetings observers who shall take no part in the proceedings.
- 13.6 On a poll votes may be given either personally or by proxy.

- 13.7 An instrument appointing a proxy shall be in executed by or on behalf of the appointor and shall be in the form in force at the relevant time (or in a form as near thereto as circumstances allow or in any other form which the Committee Members may approve):
- 13.8 The instrument appointing a proxy and any authority under which it is executed shall be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- 13.8.1 If a poll is not taken forthwith but is taken not more than 48 hours after it was demanded the instrument appointing a proxy and any authority under which it is executed may be delivered at the meeting at which the poll was demanded to the Chairman or to the Company / Competition Secretary or to any Director or Committee Member.
- 13.9 Only a member who shall have paid every subscription and other sum (if any), which shall be due and payable to the Company in respect of its membership pursuant to the Rules or otherwise shall (to the extent that it is otherwise entitled to do so) be entitled to be present or represented or to vote on any question at any general meeting of the Company.
- 13.10 In the case of an equality of votes, the Chairman shall be entitled to a second or casting vote in addition to any other vote he may have.
- 13.11 A declaration by the Chairman 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.
- 13.12 A Director or Committee Member shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 13.13 No objection shall be raised as 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 in due time shall be referred to the chairman whose decision shall be final and conclusive.

14. **RESOLUTIONS OF THE MEMBERS IN WRITING**

A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present in person or by a duly authorised representative shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members but in order to be effective a resolution in writing requires the approval of the relevant percentage vote of members as if it had been passed at a general meeting at which he was present in person or by a duly authorised representative.

15. **THE BOARD OF DIRECTORS**

The business and management of the affairs of the Company shall be governed by a Board of Directors, four to form a quorum. In the event of the voting being equal, the Chairman for the time being shall have a second or casting vote. Such Directors, totalling six in number, shall be elected by the Management Committee and serve for a period of 3 years and retire in rotation, two per year and hold office until the next annual general meeting of the Company. Qualification for the position of a Director is that such a person shall have served on the Management Committee for at least 3 years. The Board of Directors shall appoint a Company Secretary and Financial Director on such terms and conditions as they may determine. Such persons shall be considered additional Directors of the Company and have full voting rights.

The Chairman and Vice Chairman of the Board of Directors shall be elected by the Board of Directors within 28 days of the annual general meeting of the Company.

16. **APPOINTMENT OF NON EXECUTIVE DIRECTORS**

The Board of Directors may appoint Non Executive Directors, such a person shall advise the Board of Directors on any aspect of the business and management of the affairs of the Company. Such Directors shall not have voting right's but shall be appointed on such terms and conditions as the Board of Directors may determine.

17. **POWERS OF THE BOARD OF DIRECTORS**

- 17.1 Subject to the provisions of the Act, the Memorandum of Association and the Articles, the business and affairs of the Company shall be managed by the Board of Directors who may exercise all the powers of the Company and shall enforce the Rules. The Board of Directors shall meet as often as is necessary to transact the business and affairs of the Company and shall except as expressly provided herein, have jurisdiction over all matters affecting the Company including any not provided for in the Articles. No alteration of the memorandum of association, the Articles or the shall invalidate any prior act of the Board of Directors which would have been valid if that alteration had not been made. The powers given by this regulation shall not be limited by any special power given to the Board of Directors by the Articles and a meeting of the Board of Directors at which a quorum is present may exercise all powers exercisable by the Board of Directors.
- 17.2 The Board of Directors shall make and issue decisions in accordance with the Competition Rules as such Rules may be amended or replaced in accordance with Article 26.
- 17.3 The Board of Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it determines, including authority for the agent to delegate all or any of its powers.
- 17.4 The Board of Directors may fill any vacancy that occurs in their body, that vacancy shall be considered as a co-opted member.

Any member co-opted to the Board of Directors shall serve for the unexpired term of his/her predecessor.

No club shall have more than one representative as a member of the Board of Directors.

18. **THE MANAGEMENT COMMITTEE**

The Management Committee consisting of twelve elected Members shall conduct the business of the Competition, four to form a quorum, and shall have the power to deal with all matters of management covered by the Competition Rules. In the event of the voting being equal, the Chairman for the time being shall have a second or casting vote. The Management Committee may fill any vacancy that occurs in their body, that vacancy shall be considered as a co-opted member. All co-opted members of the Management Committee shall be eligible for re-election at the next Annual General Meeting without the necessity of previous nomination.

Any member co-opted to the Management Committee shall serve for the unexpired term of his predecessor.

No club shall have more than one representative as a member of the Management Committee.

The members of the Management Committee shall be appointed at the Annual General Meeting and are eligible for re-election without the necessity of previous nomination and shall hold office for three years. Four to retire each year in rotation.

Nominations for the Management Committee, together with the names of their proposers and seconders shall be sent to the Competition Secretary not later than twenty eight days prior to the date fixed for the Annual General Meeting. The election of members shall be by ballot, the votes cast to be counted by one member of the Management Committee and one member nominated from the floor of the meeting. All votes cast shall be recorded and the result of the ballot with the number of votes cast to be announced. The Competition Chairman and Vice-Chairman shall be elected by the Management Committee.

The Competition may elect a President who shall be an additional member of the Management Committee. The President shall be nominated by the Management Committee and shall be elected at the Annual General Meeting to serve for a three-year term of office.

The Competition may elect Life Members who shall be additional members of the Management Committee. Nominations for Life Membership will be made by the Management Committee.

In the event of a Management Committee Member being absent from a Committee Meeting on three successive occasions without just cause, that Member shall forfeit their position on the Management Committee.

In the event of an emergency decision being required, with regard to any matter under the normal control of the Management Committee, the Chairman, Vice Chairman and Competition Secretary shall form an Emergency Committee and be empowered to give a ruling on any matter contained within the Competition and/or Cup Rules. Such decision shall be by a majority vote and be binding on all parties subject to ratification by the Management Committee. In the event of one of the above being unavailable the Chairman shall be empowered to appoint another Management Committee Member in their absence onto the Emergency Committee. In the event of the Chairman being unavailable the Vice Chairman shall be empowered to appoint another Management Committee Member onto the Emergency Committee. In the event of both the Chairman and Vice Chairman being unavailable the Competition Secretary shall be empowered to appoint two Management Committee Members onto the Emergency Committee.

19 **REMOVAL OF A MANAGEMENT COMMITTEE MEMBER**

In the event of a Management Committee Member being considered to have brought the Competition into disrepute, by word or actions, that Member may be subject to a motion of removal, which must be made in writing to the Company Secretary, signed by the complainant. The motion for removal shall be decided by a two thirds majority of Representatives of the Full Member Clubs, (one vote per Full Member Club) as per League Rule 31. The Company Secretary shall issue voting papers to all Full Member Clubs 7 days prior to the date of any such meeting called for the purpose of removing a Management Committee Member. Any Club being unable to attend any such meeting, may submit a vote to be received by the Company Secretary no later than 24 hours prior to the commencement of the meeting. Any such proxy vote must be signed by the Club Chairman and Club Secretary. Any Management Committee Member removed from Office shall not be eligible for election to the Management Committee for a minimum of five years. In the event of the Management Committee Member being a Director of the Company, such a person shall also be removed as a Director.

The office of a Committee Member shall (without prejudice to Article 18 be vacated if:

- 19.1 such person ceases to be a Committee Member by virtue of any provision of the Act or he/she becomes prohibited by law from being a Committee Member; or
- 19.2 becomes bankrupt or makes any arrangement or composition with their creditors generally; or
- 19.3 is, or may be, suffering from mental disorder and either:
 - 19.3.1 is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any subsequent enactments; or
 - 19.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for such a persons detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to their property or affairs; or
- 19.4 they resign their office by notice to the Company; or
- 19.5 they shall for more than three consecutive months have been absent without permission of the Management Committee from meetings of the Management Committee held during that period or they shall have been absent without permission from more than one half of the meetings of the Management Committee in any period of one year and (in either case) the Management Committee resolves that their office be vacated; or
- 19.6 is removed from office under Section 168 of the Act;
- 19.7 if a Management Committee Member only by virtue of being an Officer of the Competition ceases to be an Officer of the Competition;
- 19.8 is suspended by the Football Association; or
- 19.9 the other members of the Management Committee unanimously resolve that his office be vacated.

20 **COMPETITION OFFICERS**

The Competition Secretary shall be appointed by the Management Committee on such terms and conditions as the Management Committee may determine. The Financial Director shall be considered the Competition Treasurer. The Competition Secretary and Treasurer shall be considered members of the Management Committee and shall have full voting rights. The Management Committee may appoint any other assistants on such terms and conditions it may deem appropriate, such appointees shall be considered Competition Officers.

The Company Secretary and the Financial Director, if not elected members, shall be additional Members of the Management Committee.

21. **POWERS OF MANAGEMENT COMMITTEE**

- 21.1 Subject to the provisions of the Act, the Memorandum of Association and the Articles, the business of the Competition shall be managed by the Management Committee who may exercise all the powers of the Competition and shall enforce the Rules. The Management Committee shall meet as often as is necessary to transact the business of the Competition and shall except as expressly provided herein, have jurisdiction over all matters affecting the Competition including any not provided for in the Rules. No alteration of the memorandum of association, the Articles or the Rules shall invalidate any prior act of the Management Committee which would have been valid if that alteration had not been made. The powers given by this regulation shall not be limited by any special power given to the Management Committee by the Articles and a meeting of the Management Committee at which a quorum is present may exercise all powers exercisable by the Management Committee.
- 21.2 The Management Committee shall make and issue decisions in accordance with the Competition Rules as such Rules may be amended or replaced in accordance with Article 26.
- 21.3 The Management Committee may, by power of attorney or otherwise, appoint any person to be the agent of the Competition for such purposes and on such conditions as it determines, including authority for the agent to delegate all or any of his powers.

22. **DELEGATION OF MANAGEMENT COMMITTEE'S POWERS**

- 22.1 The Management Committee may appoint Sub-Committees as appropriate and may delegate any of its powers to any Sub-Committee as it may deem necessary. The Management Committee may also delegate such powers to the Competition Secretary or any other officer.
- 22.2 Any such delegation may be made subject to any conditions the Management Committee may impose, and either collaterally with or to the exclusion of the powers of the Management Committee and may be revoked or altered at any time.
- 22.3 Subject to any such conditions, the proceedings of a Sub-Committee shall be governed by the Articles regulating the proceedings of the Management Committee so far as they are capable of applying.

22.4 The decisions or recommendations of all such Sub-Committees shall be reported to the Management Committee, and shall be subject to ratification by the Board of Directors.

22.5 The office of a Committee Member shall (without prejudice to Article 18) be vacated if:

22.5.1 they cease to be a Committee Member by virtue of any provision of the Act or they become prohibited by law from being a Committee Member; or

22.5.2 they become bankrupt or makes any arrangement or composition with their creditors generally; or

22.5.3 or may be, suffering from mental disorder and either; or

22.5.4 is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any subsequent enactments; or

22.5.5 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to their property or affairs; or

22.5.6 They resign their office by notice to the Company; or

22.5.7 they shall for more than three consecutive months have been absent without permission or the Management Committee from meetings of the Management Committee held during that period or he/she shall have been absent without permission from more than one half of the meetings of the Management Committee in any period of one year and (in either case) the Management Committee resolves that his office be vacated; or

22.6 is removed from office under Section 168 of the Act;

22.6.1 if a Committee Member only by virtue of being an Officer of the Competition they cease to be an Officer of the Competition;

22.6.2 is suspended by the Football Association; or

22.6.3 the other members of the Management Committee unanimously resolve that their office be vacated.

23. **EXPENSES**

A Director, Management Committee Member and any Sub-Committee member may be paid all reasonable expenses properly incurred by them in connection with the discharge of their duties.

24. **COMMITTEE MEMBERS' APPOINTMENTS AND INTERESTS**

24.1 Subject to the provisions of the Act and to the memorandum of association, the Management Committee may appoint one or more of its number to any executive office and may enter into an agreement or arrangement with any Committee Member for his employment by the Company. Any such appointment, agreement or arrangement, may be made upon such terms as

the Management Committee determine and they may remunerate any such Committee Member for his/her services as they think fit. Any appointment of a Committee Member to an executive office shall, unless otherwise determined by the Company in general meeting, terminate if he/she ceases to be a Committee Member but without general prejudice to any claim to damages for breach of the contract of service between the Committee Member and the Company.

24.2 Subject to Article 26.1 and to the provisions of the Act and provided that they have disclosed to the Management Committee the nature and extent of any material interest, a Committee Member notwithstanding their office:

24.2.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

24.2.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, anybody corporate promoted by the Company or in which the Company is otherwise interested; and

24.2.3 shall not, by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

24.3 For the purpose of Article 24.2:

24.3.1 a general notice given to the Management Committee that a Committee Member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Committee Member has an interest in any such transaction of the nature and extent so specified; and

24.3.2 all interest of which a Committee Member has no knowledge and of which it is reasonable to expect them to have knowledge shall not be treated as an interest of theirs.

25. **PROCEEDINGS OF THE COMMITTEE MEMBERS**

25.1 Subject to the provisions of the Articles, the Committee Members may regulate their proceedings as they think fit. A Committee Member may, and the Competition Secretary at the request of a Committee Member shall, call a meeting of the Management Committee. It shall not be necessary to give notice of a meeting to a Committee Member who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. Subject to the provisions of these Articles, each Management Committee Member shall have one vote. In the case of an equality of votes, the Chairman shall have a second or casting vote.

25.2 The quorum for the transaction of the business of the Management Committee shall be four members present on person with voting rights. Any Committee Member unable to attend a meeting may submit a proxy for the purposes of voting on any item of business of the Management Committee, but shall not be deemed to be present for determining the quorum. If in exceptional circumstances, due to the unavailability of one or more Committee Members or as a result of one or more Committee Members having an interest in the proceedings and being

unable to participate in accordance with Article 24.2, the quorum for transaction of any business of the Management Committee cannot be attained, the Management Committee may grant voting rights to one or more of Competition Officers present in person in order that a quorum may be formed for the purpose of transacting the business so affected. Voting rights may only be granted to sufficient such persons as are required to determine a quorum. The voting rights so granted shall apply only to the business for which a quorum cannot be determined, and shall be withdrawn on the conclusion of such business. This power should not be exercised by the Management Committee in circumstances where the business could be deferred and transacted at a future meeting of the Committee when a quorum could be determined from the members with voting rights and where the Company, its business and its Competitions would not be adversely affected by such deferment.

- 25.3 The continuing Committee Members or a sole continuing Committee Member may act notwithstanding any vacancies in their number, but, if the number of Committee Members is less than the number fixed as the quorum, the continuing Committee Members or Committee Member may act only for the purpose of filling vacancies or of calling a general meeting.
- 25.4 Unless he/she is unwilling to do so, the Chairman or in his/her absence the Vice Chairman shall preside at every meeting of the Management Committee at which they are present. But if there is no person holding either office, or if the person holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Committee Members present may appoint one of their number to be chairman of the meeting.
- 25.5 All acts done by a meeting of the Management Committee, or of a sub-committee of the Management Committee, or by a person acting as a Committee Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Committee Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Committee Member and had been entitled to vote.
- 25.6 A resolution in writing signed by all the Committee Members entitled to receive notice of a meeting of the Management Committee and to attend and vote as it shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held and may consist of several documents in the like form each signed by one or more Committee Members.
- 25.7 The Management Committee is from time to time empowered by subscriptions levy or otherwise to require members to contribute such sums of money to the funds of the Company as may be necessary for the proper conduct of the business of the Company. Such contributions by members may be collected by deducting such contributions from any sums due to members or by whatever other means the Management Committee thinks fit. There shall be added to any sums to be contributed by members, if applicable, value added tax at the appropriate rate.
- 25.8 The Committee Members shall not have any right to appoint any other person to be his alternate or to act on his behalf as a Committee Member.

26. VOTES OF COMMITTEE MEMBERS WITH AN INTEREST IN THE PROCEEDINGS

- 26.1 Save as otherwise provided by these Articles, a Management Committee Member shall not vote at a meeting of the Management Committee or of a sub-committee of the Management Committee on any resolution concerning a matter in which they have, directly or indirectly, an interest or which is material and which conflicts or may conflict with the interests of the Company unless their interest or duty arises only because the case falls within one or more of the following paragraphs:
- 26.1.1 the resolution relates to the giving to them of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by them for the benefit of the Company;
- 26.1.2 the resolution relates to the giving to a third party of a guarantee security, or indemnity in respect of an obligation of the Company for which the Committee Member has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- 26.1.3 their interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or by virtue of their being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any debentures by the Company for subscription, purchase or exchange; or
- 26.1.4 the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by HMRC for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof, not in force when this regulation becomes binding on the Company), connected with a Director or Management Committee Member shall be treated as an interest of that Member.

- 26.2 A Management Committee Member shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.
- 26.3 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Management Committee Member from voting at a meeting of the Management Committee or of a sub-committee of the Management Committee.
- 26.4 Where proposals are under consideration concerning the appointment of two or more Management Committee Members to offices or employments with the Company or anybody corporate in which the Company is interested the proposals may be divided and considered in relation to each Management Committee Member separately and (provided he is not for another reason precluded from voting) each of the Committee Members concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

26.5 If a question arises at a meeting of the Management Committee or of a sub committee of the Management Committee as to the right of a Management Committee Member to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Committee Member other than himself shall be final and conclusive.

27. **LIFE MEMBERS**

The Management Committee may propose for election or removal of Life Members to the Member Clubs at the annual general meeting. Such proposals shall be for services to the Company, and who need not be associated with a member Club.

28. **ALTERATIONS TO RULES**

28.1 The activities of the Competition shall be administered by the Company in accordance with the Rules to which all Clubs shall adhere.

28.2 The Company may by special resolution passed at an annual general meeting or at an extraordinary general meeting specially called for the purpose amend or replace any or all of the Rules. No alteration of the Rules may be made otherwise than by way of a special resolution and shall be subject to approval in accordance with Sub-Article 26.5.

28.3 Notice of proposed amendments to Rules (other than those approved by the Management Committee) to be considered at an annual general meeting shall be submitted in writing to the Competition Secretary not later than 31st January prior to the date fixed for the annual general meeting and must be proposed by a member and seconded by a second member.

28.4 Notice of the proposals for amendment of the Rules, together with any proposals by the Management Committee shall be circulated with the notice of the Meeting at least 14 clear days before the date of the general meeting.

28.5 No amendment or addition to the Rules shall become operative until approved by the Football Association. Subject as aforesaid, Rules and decisions made in accordance therewith will be effective when notified to the members in writing.

29. **MINUTES**

The Management Committee shall cause minutes to be made in books kept for the purpose:-

29.1 of all appointments of officers made by the Management Committee; and

29.2 of all proceedings at meetings of the Company, and of the Management Committee, and of committees of the Management Committee, including the names of the persons present at each such meeting.

30. **ACCOUNTS**

No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Management Committee or by ordinary resolution of the Company.

31. **NOTICES**

- 31.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Management Committee need not be in writing.
- 31.2 The Company may give any notice to a member or other individual entitled to receive it either personally or by sending it by post in a prepaid envelope addressed to the member or individual at a nominated address or by leaving it at that address or by email. A member or other individual whose nominated address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given shall be entitled to have notices given at that address, but otherwise no such person shall be entitled to receive any notice from the Company.
- 31.3 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 31.4 Proof that an email or envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the email or envelope containing it was posted.

32. **INDEMNITY**

Subject to the provisions of the Act but without prejudice to any indemnity to which a Director, Management Committee Member or Sub Committee Member may otherwise be entitled, every Director, Management Committee Member, Sub Committee Member or auditor of the Company shall be indemnified out of the assets of the Company against all liability incurred by them in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

33. **COMPETITION MEMBERS OF OTHER BODIES**

The Company may by ordinary resolution passed at the annual general meeting or at an extraordinary general meeting become a member of any inter-competition board or combination of competitions in the United Kingdom or enter into any arrangement or agreement with any competition or combination of competitions and be subject to the rules and bye-laws of such boards or combinations and be bound by such agreements and, in like manner, may alter or terminate such membership or agreement.

