

Company number: 08725695

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

Articles of Association
of
The Football Trust

Incorporated on 9 October 2014
Articles adopted by special resolution dated November 2014

muckle^{LLP}

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1. Definitions and Interpretation

1.1 In these Articles, unless the context requires otherwise:

Annual Meeting means the meeting each year when the annual accounts are adopted by the Company;

Articles means these articles of association of the Company;

CA 2006 means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force;

Chair means the chair of the board of Directors appointed under Article 25.6;

Circulation Date in relation to a written resolution has the meaning given in Section 290 of the CA 2006;

Clear Days in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Club means Carshalton Athletic F.C. Limited (company number 05316320) whose registered office is situated at War Memorial Sports Ground, Colston Avenue, Carshalton,

Surrey, SM5 2PW (or its successor);

Company

means the company intended to be regulated by these Articles;

Companies Acts

has the meaning given to it in Section 2 of the CA 2006 insofar as the Companies Acts apply to the Company;

Connected Person

in relation to a Director or a member of the Company means any person falling within 1 (one) or more of the following categories:

- (a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild;
- (b) the spouse or civil partner of any person in paragraph (a) above;
- (c) any person in a relationship with a Director or member of the Company 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 Director or member of the Company 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 Director or member **Connected** has a corresponding meaning);

Directors

means the directors of the Company (and **Director** has a corresponding meaning);

Document	includes a summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
Electronic Form and Electronic Means	have the meanings respectively given to them in Section 1168 of the CA 2006;
Executed	includes any mode of execution;
Hard Copy and Hard Copy Form	have the meanings respectively given to them in Section 1168 of the CA 2006;
Memorandum	means the memorandum of association of the Company;
Nominated Director	means a Director appointed under Article 19.1;
Office	means the registered office of the Company;
Officers	includes the Directors, the Secretary and any managers of the Company;
Public Holiday	means Christmas Day, 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 Company is registered;
Seal	means the common seal of the Company (if any);
Secretary	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint assistant or deputy secretary (if any);
United Kingdom	means Great Britain and Northern Ireland; and
Writing	includes the representation or reproduction of words, symbols or other information in a visible form by any method

or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Words importing the masculine gender only shall include the feminine and neuter gender. Use of the singular includes the plural and vice versa.
- 1.3 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.
- 1.4 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 Company.
- 1.5 Subject to Article 1.4 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.
- 1.6 The relevant model articles of association for a company limited by guarantee are hereby expressly excluded.

2. **Name and Office**

- 2.1 The name of the Company is 'The Football Trust'.
- 2.2 The Company's Office is to be situated in England and Wales.

3. **Objects**

The Company's objects (**Objects**) are for the benefit of the public generally and, in particular the inhabitants of Carshalton and its surrounding areas:

- 3.1 to promote community participation in healthy recreation by providing facilities for the playing of association football and other sports (**facilities** in this Article 3 means land, buildings, equipment and organising sporting activities);
- 3.2 to provide and assist in providing facilities for sport, recreation or other leisure time occupation of such persons who have need for such facilities by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances or for the public at large in the interest of social welfare and with the object of improving their conditions of life;
- 3.3 to advance the education of children and young people through such means as the Directors may from time to time decide; and

- 3.4 to prevent and relieve from poverty and financial hardship present and former footballers, managers, coaches, physiotherapists, referees and other persons working within association football and their family members who are or are at risk of being in need of relief, in particular because of injury, disability, old age or ill health;
- 3.5 to further such other charitable, benevolent or sporting purposes as the Directors may from time to time decide.

4. Exercise of Powers

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

- 4.1 to provide or assist with the provision of sports coaching and training, the holding of matches and organisation of related activities;
- 4.2 to provide or assist with the provision of leagues, cup competitions, tournaments and friendly matches;
- 4.3 to promote and carry out research;
- 4.4 to provide information, advice and guidance;
- 4.5 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;
- 4.6 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 Company;
- 4.7 to accept or disclaim gifts of money or any other property;
- 4.8 to raise funds and to invite and receive contributions;
- 4.9 to purchase, take on, lease, acquire, alter, improve, construct and maintain property and equip it for use;
- 4.10 to sell, charge, let, mortgage or otherwise dispose of property and buildings;
- 4.11 to employ such staff who shall not be Directors of the Company as are necessary for the proper pursuit of the Objects and to make all reasonable provisions for the payment of pensions and superannuation to staff and their dependants;
- 4.12 to support or establish or aid in the establishment of any charitable trusts, associations or institutions formed for all or any of the Objects;

- 4.13 to acquire, merge, collaborate, amalgamate or co-operate with other charities or voluntary bodies operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 4.14 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;
- 4.15 to insure the property of the Company against any foreseeable risk and to take out other insurance policies to protect the Company and the Directors when required including the provision of indemnity insurance to cover the liability of the Directors and other Officers;
- 4.16 to establish or acquire subsidiary companies to assist or act as agents for the Company or to carry on trading activity;
- 4.17 to borrow money and give security for loans;
- 4.18 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to delegate the management of investments to a financial expert;
- 4.19 to deposit or invest funds, to employ or engage a financial expert and to arrange for the investments or other property of the Company to be held in the name of a nominee;
- 4.20 to deposit documents or other physical assets with any company or other body registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required;
- 4.21 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation of the Company and the maintenance of an indemnity insurance policy;
- 4.22 to apply the capital or income of the Company:
 - 4.22.1 to make loans (either free of interest or at such rate(s) of interest and on such terms as the Directors shall at their sole discretion decide) of such amount as the Directors may determine in each case to any person(s), association, club, company or other organisation in the territory specified in Article 3 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 Directors; and

- 4.22.2 to make grants, prizes, awards, scholarships or bursaries to such person(s), association, club, company or other organisation in furtherance of the Company's Objects as the Directors 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 Directors;
- 4.23 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 Directors; and
- 4.24 to do all such other lawful things as may further or be incidental to the Objects.

5. Income and Expenditure

- 5.1 The Company is established as a not-for-profit company. The income and property of the Company shall be applied solely towards the promotion of the Objects
- 5.2 No part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Company provided that nothing in these Articles shall prevent any payment in good faith by the Company:
- 5.2.1 of a benefit to any member (or any person Connected with a member) of the Company in his or her capacity as a beneficiary of the Company;
- 5.2.2 of fees, remuneration or other benefit in money or money's worth to any company or firm of which any member (or any person Connected with a member) of the Company may also be a member holding not more than 1 (one) per cent of the share capital or voting rights of that company;
- 5.2.3 of reasonable and proper remuneration for any goods or services supplied to the Company by any member (or any person Connected with a member) of the Company including under a contract of employment;
- 5.2.4 of interest on money lent by any member (or any person Connected with a member) of the Company at a reasonable and proper rate; or
- 5.2.5 of reasonable and proper rent for premises demised, let or hired out by any member (or any person Connected with a member) of the Company.

6. Liability of Members

The liability of the members is limited.

7. Members' Undertaking

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

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

8. Members

- 8.1 There shall be at least 3 (three) members of the Company. The subscribers to the Memorandum, the Club and such other persons or organisations as are admitted to membership in accordance with the Articles and any rules made under Article 40 shall be members of the Company.
- 8.2 Every corporate member shall appoint an individual to represent it at meetings of the Company and the name of such representative and the fact that he or she is the representative of such member shall be noted in the register of members. A corporate member shall be able to replace its representative with another individual by giving notice to the Company and without it being necessary for the outgoing representative to give notice or the incoming representative to complete an application form.
- 8.3 Membership is not transferable to anyone else.
- 8.4 The Directors must keep a register of names and addresses of the members.

9. Classes of Membership

- 9.1 The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
- 9.2 The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership.
- 9.3 The rights attached to a class of membership may only be varied if:
 - 9.3.1 three-quarters of the members of that class consent in Writing to the variation; or
 - 9.3.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

9.4 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.

9.5 The Directors may establish such classes of associate membership (if any) with such description and with such rights and obligations (including the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such rules as the Directors shall make provided that no such associate members shall in such capacity be members of the Company for the purposes of these Articles or the Companies Acts.

10. **Admission to Membership**

10.1 No person may become a member of the Company unless:

10.1.1 he or she has applied for membership in a manner approved by the Directors; and

10.1.2 the Directors have approved the application.

10.2 Unless the Directors or the Company in general meeting make other provision under Article 40:

10.2.1 the Directors shall have power to prescribe criteria for membership (but shall not, by doing so, be obliged to accept any person as a member); and

10.2.2 the Directors may in their absolute discretion decline any application for membership of the Company and need not give reasons for so doing.

11. **Cessation of Membership**

Membership shall terminate if:

11.1 the member dies or, if it is an organisation, ceases to exist;

11.2 the member, being an individual, is convicted of a criminal offence which involves dishonesty;

11.3 the member, being a Director, ceases to be a Director;

11.4 the member resigns by giving at least 7 (seven) days' notice in Writing to the Company provided that upon such retirement take effect the number of members is not less than the minimum number required under Article 8.1 above; or

11.5 the member is removed from membership by a resolution of the Directors on the grounds that it is in the best interests of the Company that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:

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

11.5.2 the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting.

12. General Meetings

12.1 The Directors may call a general meeting at any time.

12.2 On the requisition of members pursuant to the provisions of the Companies Acts the Directors 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.

12.3 If there are not within the United Kingdom sufficient Directors to call a general meeting any Director or any member of the Company may call a general meeting.

13. Notice of General Meetings

13.1 General meetings 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 90 (ninety five) per cent of the total voting rights at the meeting of all the members.

13.2 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.

13.3 Notice of any general meeting shall be given to every member, to the Directors and to the auditors of the Company.

13.4 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.

14. Proceedings at General Meetings

- 14.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise determined by ordinary resolution, 2 (two) persons entitled to vote upon the business to be transacted (being a member, a proxy or a duly authorised representative of a corporate member) or one tenth of the total number of such persons for the time being (rounded up to a whole number), whichever is the greater, shall constitute a quorum PROVIDED THAT where there is only 1 (one) member of the Company, the quorum shall be 1 (one).
- 14.2 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 as the Directors may determine.
- 14.3 The Chair of the Directors (if any) or in his or her absence some other Director nominated by the Directors shall preside as chair of the meeting but if neither the Chair nor such other Director (if any) is present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act the Directors present shall elect 1 (one) of their number to be chair of the meeting and if there is only 1 (one) Director present and willing to act he or she shall be chair of the meeting.
- 14.4 If no Director is willing to act as chair of the meeting or if no Director is present within 15 (fifteen) minutes after the time appointed for holding the meeting the members present and entitled to vote shall choose 1 (one) of their number to be chair of the meeting.
- 14.5 A Director shall notwithstanding that he or she is not a member be entitled to attend and speak at any general meeting.
- 14.6 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.

14.7 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it 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.

15. Voting Procedure at General Meetings

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

15.1.1 by the chair of the meeting; or

15.1.2 by at least 2 (two) members having the right to vote at the meeting; or

15.1.3 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.

15.2 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.

15.3 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.

15.4 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.

15.5 In the case of an equality of votes whether on show of hands or on a poll the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have. 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.

15.6 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.

15.7 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.

16. **Votes of Members**

16.1 Subject to Article 16.2, 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 Company.

16.2 No member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the Company have been paid.

16.3 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.

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

16.5 A vote given or poll demanded by the duly authorised representative of a corporate member or unincorporated organisation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company 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.

17. **Written Resolutions**

17.1 Subject to the following provisions of this Article 17 and the Companies Acts, a written resolution agreed by:

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

17.1.2 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 17 the **eligible members** are the member who would have been entitled to vote on the written resolution on the Circulation Date of the resolution.

17.2 Subject to Article 16.2, on a written resolution each member shall have one vote.

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

17.4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

17.5 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.

17.6 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

18. **Patrons**

The Directors may appoint and remove any individual(s) as patron(s) of the Company on such terms as they think fit.

19. **Directors**

19.1 The number of Directors shall be not less than 3 (three) but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum provided always that each of the following bodies (or any successor bodies) shall be entitled at any time to appoint persons as Directors (**Nominated Directors**) up to the number specified opposite its name and may at any time remove and replace any of its Nominated Directors by giving notice in Writing to the Company:

19.1.1 the Club: up to 3 (three).

19.2 The first Directors shall be those persons named in the statement delivered pursuant to Section 12(1) of CA 2006 who shall be deemed to have been appointed under the Articles. Future Directors shall be appointed as provided subsequently in the Articles.

19.3 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of Directors.

20. **Power of Directors**

20.1 Subject to the provisions of the Companies Acts and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction by the members shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 20 shall not be limited by any special power given to the Directors by the Articles and a meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

20.2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Directors shall have the following powers namely:

20.2.1 to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the

Company 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 Company; and

20.2.2 to enter into contracts on behalf of the Company.

21. Eligibility to be a Director

21.1 Any person who is eligible and willing to act as a Director may be appointed to be a Director in accordance with Article 19.1 or 22.

21.2 No person may be appointed as a Director:

21.2.1 unless he or she has attained the age of 18 (eighteen) years;

21.2.2 if (had he or she already been a Director) he or she would have been disqualified from acting under the provisions of Article 23; or

21.2.3 his or her appointment would result in the number of Directors exceeding the maximum set by or in accordance with these Articles.

22. Appointment and Retirement of Directors

22.1 Subject to Article 19.1, Directors (other than Nominated Directors) shall be appointed at any time by a decision of the Directors in accordance with this Article 22 or by the Company in general meeting by ordinary resolution.

22.2 Subject to Article 22.3, each Director (other than the Nominated Directors or co-opted Directors) shall retire from office at the conclusion of the third Annual Meeting following the commencement of his or her term of office but shall then be eligible for reappointment in accordance with this Article 22.

22.3 If the retirement of a Director under Article 22.2 causes the number of Directors to fall below the minimum specified in Article 19.1, the retiring Director shall remain in office until a new appointment is made.

22.4 The Directors may co-opt not more than 3 (three) Directors. A co-opted Director's term of office shall terminate at the conclusion of the next following Annual Meeting but he or she may be reappointed in accordance with this Article 22.

23. Disqualification and Removal of Directors

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

23.1 ceases to be a director by virtue of any provision in the Companies Acts;

- 23.2 becomes incapable by reason of illness or injury of managing and administering his or her own affairs;
- 23.3 resigns from his or her office by notice to the Company (but only if at least the minimum number specified in Article 19.1 will remain in office when the notice of resignation is to take effect);
- 23.4 is absent without the permission of the Directors from all their meetings held within a period of 6 (six) months and the Directors resolve that his or her office be vacated;
- 23.5 being a Nominated Director appointed in accordance with Article ~~19.1~~ above, ceases to hold office at and/or to be an employee of the Club and/or the Company for whatever reason howsoever arising unless otherwise resolved by the Directors at a duly convened and held meeting of the Directors;
- 23.6 is the subject of a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy;
- 23.7 makes a composition with his or her creditors generally in satisfaction of his or her debts;
- 23.8 being a member of the Company, ceases to be a member; or
- 23.9 is removed from office in accordance with Section 168 of the CA 2006.

24. Directors' Expenses

The Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties but (subject to Article 5) shall otherwise be paid no remuneration.

25. Proceedings of Directors

- 25.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
- 25.2 A Director may (and the Secretary at the request of a Director shall) call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.
- 25.3 A meeting of the Directors at which business is to be transacted may consist of a conference between Directors 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 and the word **meeting** in this Article 25 shall be construed accordingly.

- 25.4 The quorum for the transaction of the business of the Directors may be fixed by the Directors but shall not be less than 2 (two) Directors provided always that in each case at least 1 (one) Director shall have been appointed by the Club in accordance with Article 19.1 above.
- 25.5 The Directors may act notwithstanding any vacancies in their number but if the number of Directors is less than the number fixed as the quorum the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 25.6 The Directors may appoint 1 (one) of their number to be chair of their meetings (**Chair**) and may at any time remove him or her from that office. Unless he or she is unwilling to do so the Chair shall preside at every meeting of Directors at which he or she is present but, if there is no Director holding that office or if the Chair is unwilling to preside or is not present within 5 (five) minutes after the time appointed for the meeting, the Directors present may appoint 1 (one) of the number to be chair of the meeting.
- 25.7 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 27) have a second or casting vote.

26. Written Resolutions of Directors

A resolution in Writing signed by all the Directors (or all the members of a committee of Directors) entitled to vote on that matter shall be as valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held. Such a resolution may consist of several documents in the same form each signed or authenticated by 1 (one) or more of the Directors.

27. Conflicts of Interest

- 27.1 Unless Article 27.2 below applies, a Director must declare the nature and the extent of:
- 27.1.1 any direct or indirect interest which he or she (or a person Connected with him or her) has in a proposed or existing transaction or arrangement with the Company; and

- 27.1.2 any duty owed to a third party or any direct or indirect interest which he or she (or a person Connected with him or her) has which conflicts or possibly may conflict with his or her duties to the Company or the interests of the Company.
- 27.2 There is no need to declare any interest or duty:
- 27.2.1 of which the other Directors are, or ought reasonably to be, already aware; or
- 27.2.2 of which the Director is not aware (but for this purpose a Director is treated as being aware of matters of which he or she ought reasonably to be aware).
- 27.3 If the interest or duty of the Director (or the person Connected with him or her) cannot reasonably be regarded as likely to give rise to a conflict of interests or duties with, or in respect of, the Company, the Director 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 a Director's interest or duty is reasonably likely to give rise to a conflict of interests or duties with, or in respect of, the Company shall be determined by the other Directors acting reasonably and in good faith.
- 27.4 Unless Article 27.5 below applies, whenever a Director (or a person Connected with him or her) 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 Company, the relevant Director must:
- 27.4.1 withdraw from that part of the meeting unless expressly invited to remain but only for the purposes of providing information to the meeting;
- 27.4.2 not be counted in the quorum for that part of the meeting; and
- 27.4.3 withdraw during the vote and have no vote on the matter;
- unless in the circumstances the other Directors decide to the contrary.
- 27.5 The requirements of Articles 27.4.1 to 27.4.3 inclusive shall not apply in relation to any discussion or decision in relation to the following payments or other benefits:
- 27.5.1 reimbursement of a Director's expenses permitted under Article 24;
- 27.5.2 payment to a Director or other Officer of an indemnity permitted under Article 42; or
- 27.5.3 the purchase of any premium in respect of indemnity insurance permitted under Article 43;

unless in the circumstances the other Directors decide to the contrary.

28. Authorising Conflicts of Interest

28.1 The Directors may, in accordance with the requirements set out in this Article 28, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests.

28.2 Any authorisation under this Article 28 shall be effective only if:

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

28.2.2 the Director is not be counted in the quorum for that part of the meeting; and

28.2.3 the Director withdraws during the vote and have no vote on the matter; and

28.2.4 the unconflicted Directors consider it in the interests of the Company to authorise the conflict of interests in the circumstances applying.

28.3 Any authorisation of a matter under this Article 28 may:

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

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

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

28.4 In authorising a conflict of interests under this Article 28, the Directors may decide (whether at the time of giving the authority or subsequently) that, if the relevant Director has obtained any information through his or her involvement in the conflict of interests otherwise than as a Director of the Company and in respect of which he or she owes a duty of confidentiality to another person, the relevant Director shall be under no obligation to:

28.4.1 disclose such information to the Directors or to any Director, Officer or employee of the Company;

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

28.5 Where the Directors authorise a conflict of interests under this Article 28, they may provide without limitation (whether at the time of giving the authority or subsequently) that the relevant

Director excluded from discussions (whether at meetings of the Directors or otherwise) related to the conflict of interests is not given any document or other information relating to the conflict of interests.

28.6 Where the Directors authorise a conflict of interests under this Article 28, the relevant Director:

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

28.6.2 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 Company by virtue of Sections 171 to 177 of the CA 2006.

28.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by being a Director) of the Company to account to the Company 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 Directors or by the Company 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.

28.8 Where there is a sole Director of the Company, the members of the Company may, subject to the provisions of the CA 2006, authorise by ordinary resolution any matter proposed to them by the sole Director which would, if not so authorised, involve the sole Director breaching his or her duty under Section 175 of the CA 2006 to avoid conflicts of interest. Any authorisation of a matter under this Article 28.8 may (whether at the time of giving the authority or subsequently):

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

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

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

29. Validity of Directors' Acts

29.1 Subject to Article 29.2, all acts done by a Director Meeting, or of a committee of Directors, shall be as valid notwithstanding the participation in any vote of a Director:

29.1.1 whose appointment was defective;

29.1.2 who was disqualified from holding office;

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

29.1.4 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 Director and had been entitled to vote.

29.2 Article 29.1 does not permit a Director to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if the Director has not complied with Article 27 or if, but for Article 29.1, the resolution would have been void or not duly passed.

30. Delegation by the Directors

30.1 Subject to the Articles the Directors may delegate to any person or committee any of their powers or functions, the implementation of any of their decisions or the day-to-day management of the affairs of the Company by such means, to such an extent, in relation to such matters or areas, and on such terms as they think fit. The Directors may alter or revoke the terms of any such delegation in whole or in part at any time.

30.2 The Directors may authorise the sub-delegation of the relevant powers, functions, implementation of decision or day-to-day management by any person or committee to whom they are delegated.

30.3 The Directors may by power of attorney or otherwise appoint any person or persons to be the agent of the Company for such purposes and on such terms as they may determine.

30.4 The Directors may alter or revoke the terms of any such delegation or authority for sub-delegation in whole or in part at any time.

31. Committees of Directors

In the case of delegation to committees of Directors;

- 31.1 the Directors may determine the composition of any committee entirely at their own discretion save that it must include 1 (one) or more Directors;
- 31.2 the acts and proceedings of the committee must be reported regularly to the Directors and any decision made by any committee must be reported promptly to the Directors;
- 31.3 the Directors may make such regulations and impose such terms and conditions and give such authorities to any committee as they may from time to time determine;
- 31.4 no committee shall incur expenditure or liability on behalf of the Company unless authorised by the Directors or in accordance with a budget approved by the Directors; and
- 31.5 the meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors insofar as they are applicable and are not superseded by any regulations made by the Directors.

32. Delegation of Management Powers

In the case of the delegation of the day-to-day management of the Company to a chief executive or other executive office holders:

- 32.1 the delegated power shall be to manage the Company by implementing the strategy and policies adopted or approved by, and within the budget approved by, the Directors and (insofar as is applicable) to advise the Directors in relation to such strategy, policy and budget;
- 32.2 the Directors shall provide the chief executive or any other executive office holder with a description of his or her role and the extent of his or her authority; and
- 32.3 the chief executive or any other executive office holder shall report regularly to the Directors on the activities carried on in managing the Company and shall provide the Directors regularly information sufficient to explain the financial position of the Company.

33. Bank Account

Any bank account in which any part of the assets of the Company is deposited shall be operated by the Directors and shall indicate the name of the Company. All cheques and orders for the payment of money from any such account shall be signed by:

- 33.1 at least one duly authorised signatory appointed by the Directors from time to time up to a certain specified amount agreed by the Directors at a duly convened meeting of the Directors; and/or

33.2 at least two Directors or any one Director and one duly authorised signatory appointed by the Directors from time to time for the purpose of this Article 33.

34. Secretary

The Directors may appoint a Secretary for such term at such remuneration (if not a Director) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. If there is no Secretary:

34.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to the Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

34.2 anything else authorised or required to be done by or to the Secretary may be done by or to a Director or a third person authorised generally or specially in the behalf by the Directors.

35. Seal

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

36. 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.

37. Minutes

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

37.1 of all appointments of officers made by the Directors;

37.2 of all resolutions of the Company and of the Directors (including decisions of the Directors made without a meeting); and

37.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

38. Records and Accounts

38.1 The Directors shall comply with the requirements of the CA 2006 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 of:

38.1.1 annual reports;

38.1.2 annual returns; and

38.1.3 annual statements of account.

38.2 No member shall (in such capacity) have any right of inspecting any accounting records or other book or document of the Company except as conferred by any rule of law or authorised by the Directors or by ordinary resolution of the members.

39. Communications by the Company

39.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company 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 Company, including:

39.1.1 in Hard Copy Form;

39.1.2 in Electronic Form; or

39.1.3 by making it available on a website.

39.2 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).

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

39.4 A member present in person or by proxy at a meeting of the Company 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 Company to the members:

- 39.4.1 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;
- 39.4.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 39.4.3 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.
- 39.5 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.
- 39.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company 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.
- 39.7 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company 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 Company or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current address.
40. **Rules**
- 40.1 The Directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership and associate membership in particular they may by such rules or bye laws regulate:
- 40.1.1 the admission and classification of members and associate members of the Company (including the admission of organisations to membership and associate membership) and the rights and privileges of such members and associate membership and the conditions of membership and associate membership and the terms on which

members and associate members may resign or have their membership or associate membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members and associate members;

40.1.2 the conduct of members and associate members of the Company in relation to one another and to the Company's Officers or servants;

40.1.3 the setting side of the whole or any part of parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

40.1.4 the procedure at general meetings and meetings of the Directors and committees of the Directors insofar as such procedure is not regulated by the Articles;

40.1.5 generally all such matters as are commonly the subject matter of company rules.

40.2 The Company in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of the members and associate members of the Company (as applicable) all such rules or bye laws, which shall be binding on all members and associate members of the Company (as applicable): provided that (unless otherwise expressly provided for in these Articles) no rule or bye law shall be inconsistent with or shall affect or repeal anything contained in the Articles.

41. Alteration of the Articles

41.1 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.

41.2 No additions, alterations or amendments shall be made to or in the provisions of the Articles which would have the effect that the Company would cease to be a company to which section 60 of the CA 2006 applies.

42. Indemnity

42.1 Subject to Article 42.3 below, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

42.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a relevant officer in the actual or purported execution and/or discharge of his or her duties, or in relation to them including (in each case) any liability incurred by him or her in

defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

42.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 42.1.1 above and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

42.2 In this Article 42:

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

42.2.2 a **relevant officer** means any Director or other officer or any former director or other officer of the Company or any director or other officer or former director or other officer of an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he or she is also a director or other officer), to the extent that he or she acts in his or her capacity as auditor.

42.3 This Article 42 does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.

43. **Insurance**

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

43.2 In this Article 43:

43.2.1 a **relevant officer** means any Director or other officer or former director or other officer of the Company or any director or other officer or former director or other officer of an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he or she is also a

director or other officer), to the extent that he or she acts in his or her capacity as auditor;

43.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any associated company; and

43.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

44. **Winding Up**

44.1 At any time before, and in expectation of, the winding up or dissolution of the Company the members of the Company or, subject to any resolution of the members, the Directors may resolve that any net assets of the Company 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 Company be applied or transferred in any of the following ways:

44.1.1 directly for the Objects of the Company;

44.1.2 to any charitable or sporting institution or institutions for purposes falling within the Objects of the Company; or

44.1.3 to any charitable or sporting institution or institutions for purposes similar to the Objects of the Company;

44.2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 42 (except to any member which is itself a charitable or sporting institution chosen to benefit under this Article 42).