

**Company number:**

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

**Memorandum of Association  
of  
Harborough Town Community Trust**

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

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

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**Memorandum of Association  
of  
Harborough Town Community Trust**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

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*Name of each subscriber*

*Authentication by each subscriber*

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[REDACTED]

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Date

2015

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**Articles of Association  
of  
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**Articles of Association**  
**of**  
**Harborough Town Community Trust**

1. **Definitions and Interpretation**

1.1 In these Articles, unless the context requires otherwise:

<b>Annual General Meeting</b>	has the meaning given in Article 15;
<b>Articles</b>	means these articles of association of the Charity;
<b>Board</b>	means the board of Trustees of the Charity;
<b>CA 2006</b>	means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force;
<b>Chair</b>	means the Trustee from time to time appointed to hold office as chair of the Trustees in accordance with these Articles;
<b>Charity</b>	means (subject to Article 5.5) the company intended to be regulated by these Articles;
<b>Circulation Date</b>	in relation to a written resolution has the meaning given in Section 290 of the CA 2006;
<b>Clear Days</b>	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

<b>Commission</b>	means the Charity Commission for England and Wales or its successor;
<b>Companies Acts</b>	has the meaning given to it in Section 2 of the CA 2006 insofar as the Companies Acts apply to the Charity;
<b>Connected Person</b>	<p>in relation to a Trustee means any person falling within 1 (one) or more of the following categories:</p> <ul style="list-style-type: none"> <li>(a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild of a Trustee;</li> <li>(b) the spouse or civil partner of any person in paragraph (a) above;</li> <li>(c) any person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is referred to in paragraph (a) or (b) above;</li> <li>(d) any company, partnership, limited liability partnership or firm of which a Trustee is a paid director, member, partner or employee or a shareholder holding more than 1 (one) per cent of the issued share capital;</li> </ul> <p>(and in relation to a Trustee <b>Connected</b> has a corresponding meaning);</p>
<b>County FA</b>	means Leicestershire & Rutland County Football Association Limited, a private company limited by guarantee (company no. 03733868) or its successor;
<b>Document</b>	includes a summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;

<b>Electronic Form and Electronic Means</b>	have the meanings respectively given to them in Section 1168 of the CA 2006;
<b>Executed</b>	includes any mode of execution;
<b>FA</b>	means The Football Association Limited, a private company limited by shares (company no. 00077797) or its successor;
<b>Football Association Benevolent Fund</b>	means the charitable trust known as the Football Association Benevolent Fund (charity no. 299012) or its successor;
<b>Financial Expert</b>	means an individual, company or firm who or which is authorized to give investment advice under the Financial Services and Markets Act 2000 including any statutory re-enactment or modification of it;
<b>Hard Copy and Hard Copy Form</b>	have the meanings respectively given to them in Section 1168 of the CA 2006;
<b>Member</b>	means a legal member of the Charity for the purposes of the Companies Acts and <b>Membership</b> shall be construed accordingly;
<b>Memorandum</b>	means the memorandum of association of the Charity;
<b>Office</b>	means the registered office of the Charity;
<b>Officers</b>	includes the Trustees, the company secretary (if any) and any managers of the Charity;
<b>Public Holiday</b>	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 Charity is registered;
<b>Register of Members</b>	means the Charity's register of members for the purposes of Section 113 of the CA 2006;

<b>Seal</b>	means the common seal of the Charity (if any);
<b>Secretary</b>	means the Trustee from time to time appointed to hold office as secretary of the Charity in accordance with these Articles;
<b>Treasurer</b>	means the Trustee from time to time appointed to hold office as treasurer of the Charity in accordance with these Articles;
<b>Trustees</b>	means the directors of the Charity, who are charity trustees as defined by Section 177 of the Charities Act 2011 (and <b>Trustee</b> has a corresponding meaning);
<b>United Kingdom</b>	means Great Britain and Northern Ireland; and
<b>Writing</b>	includes the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

- 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 In these Articles reference to **charity** and **charitable purpose** shall be construed in accordance with Section 1 and 2 of the Charities Act 2011 respectively.
- 1.5 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 these Articles become binding on the Charity.
- 1.6 Subject to Article 1.5 above any reference in these 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.
- 1.7 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 Charity is Harborough Town Community Trust.
- 2.2 The Office of the Charity is to be situated in England and Wales.

## 3. **Objects**

The Charity's objects (**Objects**) are for the public benefit generally but with particular reference to the residents of Market Harborough and district:

- 3.1 to promote community participation in healthy recreation as well as social development of the players and their families by providing facilities for the playing of association football (**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, financial hardship, poverty or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving their conditions of life.

## 4. **Exercise of Powers**

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

- 4.1 to provide sports coaching and training, hold matches and organise related activities;
- 4.2 to participate in and organise leagues, cup competitions, tournaments and friendly matches;
- 4.3 to promote and carry out research (provided that the useful results of such research shall be made available to the public);
- 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 Charity;
- 4.7 to accept or disclaim gifts of money or any other property;
- 4.8 to raise funds and to invite and receive contributions (provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations);



- 4.9 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 (subject to such consents as may be required by law including Part 7 of the Charities Act 2011);
- 4.11 (subject to Article 5 below) to employ such staff who shall not be Trustees of the Charity 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 charity, community sports club or voluntary body formed for all or any of the Objects;
- 4.13 to acquire or merge, collaborate, amalgamate or co-operate with other charities, community sports clubs or voluntary bodies operating in furtherance of the Objects or similar charitable 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 (provided that at all times all such activities shall be confined to those which a charity may properly undertake);
- 4.15 to insure the property of the Charity against any foreseeable risk and (subject to Section 189 of the Charities Act 2011) to take out other insurance policies to protect the Charity and the Trustees when required;
- 4.16 to establish or acquire subsidiary companies to assist or act as agents for the Charity or to carry on trading activity;
- 4.17 to borrow money and give security for loans subject always to and in accordance with the Trustee Act 2000 and the Charities Act 2011;
- 4.18 to invest the monies of the Charity 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 or Experts (provided that:
- 4.18.1 the investment policy is set out in Writing for the Financial Expert or Experts by the Trustees;
- 4.18.2 timely reports of all transactions are provided to the Trustees;

- 4.18.3 the performance of the investments is reviewed regularly by the Trustees;
  - 4.18.4 the Trustees are entitled to cancel such delegation arrangement at any time;
  - 4.18.5 the investment policy and the delegation arrangements are reviewed regularly;
  - 4.18.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and
  - 4.18.7 the Financial Expert or Experts must not do anything which is outside the powers of the Trustees).
- 4.19 to deposit or invest funds (subject to Article 4.18 above), to employ or engage a Financial Expert or Experts and to arrange for the investments or other property of the Charity to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.20 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 Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity and the maintenance of a policy of trustee indemnity insurance (as the Trustees may require from time to time in accordance with Article 4.15 above);
- 4.22 to apply the capital or income of the Charity:
- 4.22.1 to make loans (either free of interest or at such rate(s) of interest and on such terms as the Trustees shall at their sole discretion decide) of such amount as the Trustees may determine in each case to any person(s), association, club, company or other organisation for the purpose of (but not restricted to) establishing, improving or developing their chosen sport, club, league or other association; 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 Charity's Objects as the Trustees shall at their sole discretion decide for the purpose of (but not restricted to) establishing, improving or developing their chosen sport, club, league or other association;

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 Trustees;

4.24 to do all such other lawful things as may further the Objects or any of them.

## 5. **Income and Expenditure**

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

5.2 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Charity. This does not prevent:

5.2.1 a Member of the Charity who is not also a Trustee (or Connected Person) from receiving any payment or benefit from the Charity in his or her capacity as a beneficiary of the Charity;

5.2.2 a Member of the Charity who is not also a Trustee (or Connected Person) from receiving reasonable and proper remuneration for any goods or services supplied to the Charity including services supplied under a contract of employment;

5.2.3 payment of fees, remuneration or other benefit in money or money's worth to any company of which a Member of the Charity who is not also a Trustee (or Connected Person) may also be a member holding not more than 1 (one) per cent of the issued share capital of that company;

5.2.4 of interest on money lent by any Member of the Charity who is not also a Trustee (or Connected Person) at a reasonable and proper rate;

5.2.5 of reasonable and proper rent or hire fee for premises demised or let or hired out by any Member of the Charity who is not also a Trustee (or Connected Person);

5.2.6 of any payment or benefit to a Member of the Charity who not also a Trustee (or Connected Person) which is authorised in Writing by the Commission;

5.2.7 of any payment or benefit to a Member of the Charity who is also a Trustee (or Connected Person) subject to Articles 5.3 to 5.4 below.

5.3 Unless the payment or benefit is permitted under Article 5.4 below, no Trustee (or Connected Person) may:

5.3.1 sell goods, services or any interest in land to the Charity;

- 5.3.2 be employed by or receive remuneration from the Charity; or
  - 5.3.3 receive any other material benefit from the Charity.
- 5.4 A Trustee (or Connected Person) may receive the following payments or benefits from the Charity;
- 5.4.1 a Trustee (or Connected Person) may receive a payment or benefit from the Charity in his or her capacity as a beneficiary of the Charity on the same terms as other Members or members of the public;
  - 5.4.2 a Trustee may be reimbursed for any reasonable and proper out of pocket expenses incurred when acting on behalf of the Charity;
  - 5.4.3 a company may receive fees, remuneration or other benefit in money or money's worth of which a Trustee (or a Connected Person) may also be a member holding not more than 1 (one) per cent of the issued share capital of that company;
  - 5.4.4 a Trustee (or Connected Person) may buy goods or services from the Charity on the same terms as other Members or members of the public;
  - 5.4.5 a Trustee (or Connected Person) may receive reasonable and proper remuneration to for any goods or services supplied to the Charity (excluding in the case of a Trustee the service of acting as Trustee and any services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision is also treated as applying to any Trustee if it applies to a Connected Person);
  - 5.4.6 a Trustee (or Connected Person) may receive interest on money lent to the Charity at a reasonable and proper rate;
  - 5.4.7 a Trustee (or Connected Person) may receive a reasonable and proper rent or hire fee for premises demised or let or hired out to the Charity;
  - 5.4.8 a Trustee or other Officer of the Charity may receive payment under an indemnity from the Charity in accordance with Article 46 below;
  - 5.4.9 the Charity may pay reasonable and proper premiums in respect of trustee indemnity insurance effected in accordance with Article 4.15 above; or
  - 5.4.10 a Trustee (or Connected Person) may receive or retain any other payment or benefit authorised in Writing by the Commission;

provided that in the case of any benefit conferred on a Trustee (or Connected Person) under this Article 5.4 the relevant Trustee must comply with Article 35 below.

5.5 In this Article 5 reference to the Charity shall include any company in which the Charity:

5.5.1 holds more than 50% of the issued share capital; or

5.5.2 controls more than 50% of the voting rights in general meeting; or

5.5.3 has the right to appoint a majority of the board of directors.

5.6 For the avoidance of doubt a Trustee's duty under Section 175 of the CA 2006 to avoid conflict of interests with the Charity shall be disapplied in relation to all transactions and arrangements permitted under or by virtue of Article 5 and described in Articles 5.4.1 to 5.4.10 inclusive.

## 6. **Liability of Members**

The liability of the Members is limited.

## 7. **Members' Guarantee**

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

7.2 The items for which every Member undertakes to contribute are:

7.2.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a Member

7.2.2 payment of the costs, charges and expenses of winding up; and

7.2.3 adjustment of the rights of the contributories among themselves.

## 8. **Residual Assets**

8.1 At any time before, and in expectation of, the winding up or dissolution of the Charity the Members of the Charity or, subject to any resolution of the Members, the Trustees may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

8.1.1 directly for the Objects of the Charity;

8.1.2 to any charity or charities for purposes falling within the Objects of the Charity; or

8.1.3 to any charity or charities for purposes similar to the Objects of the Charity;

8.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity under this Article 8 (except to any Member which is itself a charity chosen to benefit under this Article 8).

8.3 If no resolution is passed in accordance with Article 8.1, the net assets of the Charity shall be transferred to the Football Association Benevolent Fund or a local football club with charitable status with the consent of the FA or shall be applied for such charitable purposes as directed by the Commission.

## 9. **Affiliation**

9.1 Subject to these Articles and the general law, the Charity shall (as the case may be) become a member of or affiliate to the FA, the County FA and any other sporting body designated to it by the FA and the Charity shall comply with and uphold the rules and regulations of the FA, the County FA and any such sporting body for the time being in force.

## 10. **Members**

10.1 The subscribers to the Memorandum and such other persons as are admitted to Membership of the Charity in accordance with these Articles and any rules made under Article 47 below shall be the Members of the Charity.

10.2 The Trustees must keep a Register of Members which shall be made available to any Member upon request.

## 11. **Classes of Membership**

11.1 The Trustees may make rules under Article 47 below establishing classes of Membership with different rights and obligations and shall record such rights and obligations in the Register of Members.

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

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

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

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

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

11.5 The Trustees may make rules under Article 47 below establishing 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 Trustees shall make provided that no such associate members shall in such capacity be Members of the Charity for the purposes of the Companies Acts or these Articles.

## 12. **Admission to Membership**

12.1 Subject to Article 10.1 above, no person may become a Member of the Charity unless:

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

12.1.2 the Trustees have approved the application.

12.2 Membership of the Charity is open to all without discrimination and may only be refused where the Trustees, acting reasonably and properly, consider that admission to Membership would be contrary to the best interests of sport or the good conduct and interests of the Charity. No person shall be denied Membership of the Charity on the grounds of race, ethnic origin, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.

12.3 The Trustees must inform the applicant in writing of the reasons for the refusal within 21 (twenty-one) days of their decision.

12.4 The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.

12.5 The Trustees may from time to time fix the levels of admission fees and annual subscriptions to be paid by different categories of Members provided that the Trustees shall use their best endeavours to ensure that any fees or subscriptions do not preclude open Membership of the Charity.

12.6 Membership is not transferable to anyone else.

## 13. **Conditions of Membership**

13.1 The Members shall pay any admission fees and annual subscription set by the Trustees under Article 12.5 above.

13.2 All Members shall be subject to any rules made by the Charity under Article 47 below.

13.3 Subject to these Articles and the general law, the Members of the Charity shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Charity are carried out in furtherance of the Objects and in accordance with the rules and regulations of the FA for the time being in force.

#### 14. **Cessation of Membership**

14.1 Membership shall terminate if the Member:

14.1.1 dies or, if it is an organisation, ceases to exist;

14.1.2 resigns by notice in Writing to the Charity by giving at least 7 (seven) days' notice in Writing to the Charity provided that upon such resignation the number of Members is not less than 2 (two).

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

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

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

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

14.1.4.3 the Trustees decide to remove him or her from Membership of the Charity or the Member fails to attend the meeting without sufficient reason.

The Trustees may exclude the Member from the Charity's premises until the meeting has considered this matter (save that he or she shall be entitled to attend the meeting in question for the purpose of making representations to the meeting);

14.2 Any person ceasing to be a Member forfeits all rights in relation to and claims upon the Charity, its property and its funds and has no right to the return of any part of his subscription



fee. In exceptional circumstances the Trustees may refund an appropriate part of a resigning Member's subscription fee if they consider it appropriate in all the circumstances.

## 15. **Annual General Meeting**

15.1 The Trustees shall call an annual general meeting (**Annual General Meeting**) each year and no more than 15 (fifteen) months shall pass between one Annual General Meeting and the next following one (except that the first Annual General Meeting may be held at any time within 18 months after the formation of the Charity).

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

15.2.1 receive the accounts of the Charity for the previous financial year;

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

15.2.3 appoint auditors or independent examiners of the Charity;

15.2.4 adopt or consider any proposed amendments to the Charity's Articles or rules;

15.2.5 accept the retirement of those Trustees who wish to retire or who are retiring under these Articles;

15.2.6 announce the election of the Chair, Secretary, Treasurer and any other Trustees (as appropriate);

15.2.7 deal with any other business put before them.

15.3 All general meetings other than Annual General Meetings shall be called general meetings.

## 16. **General Meetings**

16.1 The Trustees may call a general meeting at any time.

16.2 On the requisition of Members pursuant to the provisions of the Companies Acts the Trustees shall call a general meeting within 21 (twenty one) days from the date of receipt of the requisition and the general meeting shall be held no later than 28 (twenty eight) days after the date of the notice calling the meeting.

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

## 17. **Notice of General Meetings**

17.1 A general meeting shall be called by at least 14 (fourteen) Clear Days' notice but a general meeting may be called by shorter notice if it is agreed by a majority in number of Members

having a right to attend and vote being a majority together holding not less than 90 (ninety) per cent of the total voting rights at the meeting of all the Members.

17.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. If a special resolution is to be proposed, the notice must include the text of the proposed resolution and specify that it is proposed as a special resolution. The notice must also contain a statement setting out the right of Members to appoint a proxy under Section 324 of the CA 2006.

17.3 Notice of any general meeting shall be given to every Member, to the Trustees and to the auditors of the Charity.

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

## 18. **Proceedings at General Meetings**

18.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise determined by ordinary resolution, 3 (three) persons entitled to vote upon the business to be transacted or one tenth of the total number of such persons for the time being (rounded up to a whole number), whichever is the greater, shall constitute a quorum PROVIDED THAT where there are only 2 (two) Members of the Charity, the quorum shall be 2 (two).

18.2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place as the Trustees may determine.

18.3 The Chair shall preside as chair of the meeting if present and willing to do so. If the Chair is absent or is not present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect 1 (one) of their number to be chair of the meeting and if there is only 1 (one) Trustee present and willing to act he or she shall be chair of the meeting. If no Trustee is willing to act as chair of the meeting or if no Trustee is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the

Members present and entitled to vote shall choose 1 (one) of their number to be chair of the meeting.

18.4 Trustees may attend and speak at general meetings whether or not they are Members. The chair of the meeting may permit other persons who are not Members to attend and speak at a general meeting.

18.5 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 (fourteen) days or more at least 7 (seven) Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

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

## 19. **Voting Procedure at General Meetings**

19.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Companies Acts, a poll may be demanded:

19.1.1 by the chair of the meeting;

19.1.2 by at least 2 (two) Members having the right to vote at the meeting; or

19.1.3 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.

19.2 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.

19.3 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.

19.4 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.

19.5 An ordinary resolution may only be passed by a simple majority in accordance with Section 282 of the CA 2006. 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. A special resolution may only be passed by a majority of not less than 75 (seventy five) per cent in accordance with Section 283 of the CA 2006.

19.6 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.

19.7 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.

## 20. **Votes of Members**

20.1 Subject to Article 20.2 below, every Member shall have 1 (one) vote at a general meeting and be entitled to appoint another person as his or her proxy to exercise any of his or her rights to attend and speak and vote at a general meeting of the Charity.

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

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

20.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

## 21. Proxies

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

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

*Signed on ..... 20[ ]"*

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

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

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

*Resolution No. 1 \*for \*against*

*Resolution No. 2 \*for \*against.*

*\*Strike out whichever is not desired.*

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

*Signed on .... 20[ ]”*

21.3 The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the Trustees may:

21.3.1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice calling the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 (forty eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

21.3.2 in the case of a poll taken more than 48 (forty eight) hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 (twenty four) hours before the time appointed for the taking of the poll;

21.3.3 where the poll is not taken forthwith but is taken not more than 48 (forty eight) hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair of the meeting or to the Secretary or to any Trustee;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

21.4 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

22. **Amendments to Resolutions**

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

22.1.1 notice of the proposed amendment is given to the Charity in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

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

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

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

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

22.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his or her error does not invalidate the vote on that resolution.

23. **Written Resolutions**

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

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

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

of the total voting rights of Eligible Members shall be as effective as if passed at a duly convened general meeting. For the purposes of this Article 23 the **Eligible Members** are the Member who would have been entitled to vote on the written resolution on the Circulation Date of the resolution.

23.2 Subject to Article 20.2 above, on a written resolution each Member shall have one vote.

- 23.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 23.4 A Members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 23.5 A copy of the proposed written resolution must be sent to every Eligible Member together with a statement informing the Member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 23.6 The required majority of Eligible Members must signify their agreement to the written resolution within the period of 28 (twenty eight) days beginning with the Circulation Date.
- 23.7 Communications in relation to written resolutions must also be sent to the Charity's auditors in accordance with the Companies Acts.

**24. Powers of Trustees**

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



24.5 Subject to these Articles and the general law, the Trustees shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Charity are carried out in furtherance of the Objects and in accordance with the rules and regulations of the FA for the time being in force.

## 25. **Delegation by the Trustees**

25.1 Subject to these Articles, the Trustees may delegate to any person, company 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 Charity by such means, to such an extent, in relation to such matters or areas and on such terms as they may determine in accordance with these Articles.

25.2 The Trustees 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.

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

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

## 26. **Committees of Trustees**

In the case of delegation to any committee of Trustees:

26.1 the decision making the delegation shall specify those who shall serve or be asked to serve on such committee save that the decision may allow the committee to make co-options up to a specified number;

26.2 the Trustees may determine the composition of any committee entirely at their own discretion and may include such of their number (if any) as the decision may specify;

26.3 the acts and proceedings of the committee must be reported regularly to the Trustees and any decision made by any committee must be reported promptly to the Trustees;

26.4 the Trustees 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;

26.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity unless authorised by the Trustees or in accordance with a budget approved by the Trustees; and

26.6 the meetings and proceedings of any committee shall be governed by these Articles regulating the meetings and proceedings of the Trustees insofar as they are applicable and are not superseded by any regulations made by the Trustees.

**27. Delegation of Management Powers**

In the case of the delegation of the day-to-day management of the Charity to the chief executive or any other manager:

27.1 the delegated power shall be to manage the Charity by implementing the strategy and policies adopted or approved by, and within the budget approved by, the Trustees and (insofar as is applicable) to advise the Trustees in relation to such strategy, policy and budget;

27.2 the Trustees shall provide the manager with a description in writing of his or her role and the extent of his or her authority;

27.3 the manager shall report regularly to the Trustees on the activities carried on in managing the Charity and provide them regularly with the management accounts sufficient to explain the Charity's financial position; and

27.4 the Trustees shall regularly communicate their decisions in relation to the strategy, policies and budget to be implemented by the manager.

**28. Board of Trustees**

28.1 The number of Trustees shall be not less than 3 (three) and, unless otherwise determined by ordinary resolution, shall be not more than 6 (six). The Trustees shall include the following:

28.1.1 the Chair;

28.1.2 the Secretary;

28.1.3 the Treasurer;

28.1.4 any other person appointed in accordance with these Articles.

28.2 The first Trustees 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 these Articles. Future Trustees shall be appointed as provided subsequently in these Articles.

28.3 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of Trustees.

29. **Eligibility to be a Trustee**

29.1 Any person who is eligible and willing to act as a Trustee may be appointed to be a Trustee in accordance with Article 30 below.

29.2 No person may be appointed as a Trustee:

29.2.1 unless he or she is a Member of the Charity (or an authorised representative of a corporate or organisational Member in accordance with Article 20.3 above);

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

29.2.3 if (had he or she already been a Trustee) he or she would have been disqualified from acting under the provisions of Article 31 below; or

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

30. **Appointment and Retirement of Trustees**

30.1 Trustees (other than co-opted Trustees) shall be appointed by the Members in general meeting.

30.2 No person other than a Trustee retiring at an Annual General Meeting shall be appointed or reappointed a Trustee at any general meeting unless:

30.2.1 he or she is recommended by the Trustees; or

30.2.1 the Charity has received a notice signed by a Member entitled to vote at the meeting which states the Member's intention to propose the appointment of a person as a Trustee and is signed by the person who is to be proposed indicating his or her willingness to be appointed.

30.3 Subject to Article 30.4 below, each Trustee (other than co-opted Trustees) shall retire from office at the conclusion of the third Annual General Meeting following the commencement of his or her term of office but shall then be eligible for reappointment.

30.4 If the retirement of a Trustee under Article 30.3 causes the number of Trustees to fall below the minimum specified in Article 28.1, the retiring Trustee shall remain in office until a new appointment is made.

30.5 The Trustees may co-opt up to 2 (two) Trustees. Each co-opted Trustee shall retire from office at the conclusion of the Annual General Meeting following the commencement of his or her term of office but shall then be eligible for reappointment.

30.6 No person may be appointed to serve in office if a person has already been elected or appointed to that office and has not vacated the office.

### **31. Disqualification and Removal of Trustees**

A Trustee shall cease to hold office if:

31.1 he or she ceases to be a director by virtue of any provision in the Companies Acts or the Insolvency Act 1986 or is disqualified from acting as a Trustee by virtue of Section 178 of the Charities Act 2011;

31.2 he or she is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of a charity;

31.3 he or she is subject to a decision of the FA that such person be suspended or disqualified from holding office or from taking part in any activity relating to the administration or management of a football club;

31.4 the Trustees reasonably believe that he or she has become physically or mentally incapable by reason of illness or injury of managing and administering his or her own affairs and they decide to remove him or her from office;

31.5 resigns from his or her office by notice to the Charity (but only if at least the minimum number specified in Article 28.1 above will remain in office when the notice of resignation is to take effect);

31.6 is absent without the permission of the Trustees from all their meetings held within a period of 6 (six) consecutive months without good reason and the Trustees decide that his or her office be vacated;

31.7 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;

31.8 he or she makes a composition with his or her creditors generally in satisfaction of his or her debts;

31.9 he or she ceases to be a Member of the Charity for any reason whatsoever;

31.10 he or she is removed from office in accordance with Section 168 of the CA 2006.

### **32. Calling a Trustees' Meeting**

32.1 The Trustees shall meet not less than 4 (four) times each year.

32.2 Any Trustee may (and the Secretary shall upon such request) call a meeting of the Trustees.

32.3 A Trustees' meeting shall be called by at least 7 (seven) Clear Days' notice unless all the Trustees agree otherwise or the Chair determines that exceptional circumstances require shorter notice.

### 33. **Proceedings of Trustees**

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

33.2 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one third of their number or 2 (two) Trustees, whichever is the greater.

33.3 The Trustees may act notwithstanding any vacancies in their number but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or calling a general meeting.

33.4 Unless he or she is unwilling to do so, the Chair shall preside at every meeting of Trustees at which he or she is present but, if there is no Trustee holding that office or if the Chair is unwilling to preside or is not present within 10 (ten) minutes after the time appointed for the meeting, the Trustees present may appoint 1 (one) of the number to be chair of the meeting.

33.5 The person appointed to chair a meeting of the Trustees shall have no functions or powers except those conferred by these Articles or delegated to him or her in writing by the Trustees in accordance with Articles 25 to 27.

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

33.7 A meeting of the Trustees at which business is to be transacted may consist of a conference between Trustees who are not all in the same place, but of whom each is able (whether directly or by telephonic communication or by video conference, an internet video facility or similar electronic method allowing simultaneous visual and/or audio participation) to speak to each of the others and to be heard by each of the others. If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place where any one of them is.

**34. Written Resolutions of Trustees**

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

**35. Conflicts of Interest**

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

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

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

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

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

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

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

35.4 Unless Article 35.5 below applies, whenever a Trustee (or a Connected Person) has an interest or duty which conflicts (or may reasonably be regarded as likely to give rise to a conflict of interests or duties) with, or in respect of, the Charity, the relevant Trustee must:

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

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

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

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

35.5.1 any benefit received by a Trustee or a Connected Person in his or her capacity as a beneficiary of the Charity under Article 5.4.1 above and which is generally available to the beneficiaries of the Charity;

35.5.2 reimbursement of a Trustee's expenses permitted under Article 5.4.2 above;

35.5.3 payment to a Trustee or other Officer of an indemnity permitted under Article 5.4.8 above;

35.5.4 the purchase of any premium in respect of trustee indemnity insurance permitted under Article 5.4.9 above; or

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

36. **Authorising Conflicts of Interest**

36.1 The Trustees or the Members may, in accordance with the requirements set out in this Article 36, authorise any matter proposed to them by any Trustee which would, if not authorised, involve a Trustee breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests. For the avoidance of doubt nothing in this Article 36 shall permit or authorise the conferral of any payment or other benefit from the Charity not expressly permitted under Article 5.

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

36.2.1 the matter is proposed in accordance with these Articles or as otherwise agreed by the Trustees or the Members (as the case may be);

36.2.2 the Trustee complies with the procedure set out at Article 35; and

36.2.3 the non-conflicted Trustees or the Members unanimously (as the case may be) consider it in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

36.3 Any authorisation of a matter under this Article 36 may:

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

- 36.3.2 be subject to such terms and for such duration or to such limits or conditions as the Trustees or the Members (as the case may be) may determine; and
- 36.3.3 be terminated or varied by the Trustees or the Members (as the case may be) at any time (but this will not affect anything done by the Trustee in accordance with the terms of authorisation prior to such termination or variation).
- 36.4 In authorising a conflict of interests under this Article 36, it may be decided (whether at the time of giving the authority or subsequently) that, if the relevant Trustee has obtained any information through his or her involvement in the conflict of interests otherwise than as a Trustee of the Charity and in respect of which he or she owes a duty of confidentiality to another person, the relevant Trustee shall be under no obligation to:
- 36.4.1 disclose such information to the Trustees or to any Trustee, Officer or employee of the Charity;
- 36.4.2 where, to do so, would amount to a breach of that duty of confidentiality.
- 36.5 In authorising a conflict of interests under this Article 36, it may be decided (whether at the time of giving the authority or subsequently) that the relevant Trustee (whether at meetings of the Trustees or otherwise) is not given any document or other information relating to the conflict of interests.
- 36.6 In authorising a conflict of interests under this Article 36, it may be decided that the relevant Trustee:
- 36.6.1 will be obligated to conduct himself or herself in accordance with any terms imposed by the Trustees or the Members (as the case may be) in relation to the conflict of interests; and
- 36.6.2 will, notwithstanding such authorisation, comply at all times with his or her overriding obligation not to infringe any duty he or she owes to the Charity by virtue of Sections 171 to 177 of the CA 2006.
- 36.7 A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by being a Trustee) of the Charity to account to the Charity for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interests which has been authorised by the Trustees or the Members in accordance with this Article 36 (subject in each case to any terms, durations,



limits or conditions attaching to that authorisation) and no contract shall be avoided on such grounds.

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

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

37.1.1 whose appointment was defective;

37.1.2 who was disqualified from holding office;

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

37.1.4 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

as if that person was qualified and had been duly appointed and had continued to be a Trustee and had been entitled to vote.

37.2 Article 37.1 above does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the Trustee has not complied with Article 35 above or if, but for Article 37.1 above, the resolution would have been void or not duly passed.

### **38. Patrons**

Subject to these Articles or any rules made under Article 47, the Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they think fit.

### **39. Bank Account**

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

39.1 the Treasurer up to a certain specified amount agreed by the Trustees at a duly convened meeting of the Trustees; and/or

39.2 at least 2 (two) Trustees of the duly authorised signatories appointed by the Trustees from time to time for the purpose of this Article 39.

40. **Seal**

The Charity need not have a Seal but may execute documents in accordance with the CA 2006. If the Charity has a Seal, it shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

41. **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.

42. **Minutes**

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

- 42.1 of all appointments of officers made by the Trustees;
- 42.2 of all resolutions of the Charity and of the Trustees (including decisions of the Trustees made without a meeting); and
- 42.3 of all proceedings and reports of meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting.

43. **Records and Accounts**

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

- 43.1.1 annual reports;
- 43.1.2 annual returns; and
- 43.1.3 annual statements of account.

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

43.3 The Trustees must notify the registrar of companies and the Commission promptly of any changes to the Charity's particulars or any Trustee's particulars as appropriate.

#### 44. **Repair and Insurance**

The Trustees must keep in repair and insure to their full value against fire and other usual risks all the land and buildings of the Charity (except such land and buildings as are required to be kept in repair and insured by a tenant). The Trustees must also insure suitably in respect of public liability and employer's liability.

#### 45. **Communications by the Charity**

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

45.1.1 in Hard Copy Form;

45.1.2 in Electronic Form; or

45.1.3 by making it available on a website.

45.2 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).

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

45.4 A Member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called. Where any Document or information is sent or supplied by the Charity to the Members:

45.4.1 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;

- 45.4.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 45.4.3 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.
- 45.5 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.
- 45.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 (forty eight) hours.
- 45.7 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current address. Notices of general meetings need not be sent to a Member who does not register an address with the Charity or who registers only a postal address outside the United Kingdom, or to a Member for whom the Charity does not have a current address.

#### 46. **Indemnity**

Without prejudice to any indemnity to which a Trustee or Officer may otherwise be entitled, every Trustee or other Officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity (but only to the extent permitted by the Companies Acts).

#### 47. **Rules**

- 47.1 The Trustees 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 Charity and for the purposes of prescribing classes of and conditions of Membership and associate membership in particular they may by such rules or bye laws regulate:

- 47.1.1 the establishment of different categories of Membership and associate membership of the Charity (as applicable);
  - 47.1.2 the admission and classification of Members and associate members of the Charity 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 (as applicable);
  - 47.1.3 the creation of regulations, standing orders and bye laws for the better administration of the Charity and to govern the functioning of committees to assist the Trustees in the better administration of the Charity;
  - 47.1.4 the adoption or alteration of such other regulations or policies as the Trustees think fit;
  - 47.1.5 the conduct of Members and associate members of the Charity in relation to one another and to the Charity's Officers or servants;
  - 47.1.6 the setting side of the whole or any part of parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
  - 47.1.7 any licensable or other regulated activities of the Charity.
  - 47.1.8 the procedure at general meetings and meetings of the Trustees and committees of the Trustees insofar as such procedure is not regulated by these Articles;
  - 47.1.9 any procedures to assist the resolution of disputes within the Charity;
  - 47.1.10 generally all such matters as are commonly the subject matter of company rules; provided that nothing in such rules shall be inconsistent with these Articles or the rules or regulations of the FA for the time being in force or shall prejudice the Charity's charitable status.
- 47.2 The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of the Members and associate members of the Charity all such rules or bye laws, which shall be binding on all Members and associate members of the Charity (as applicable).

**48. Alteration of these Articles**

48.1 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.

48.2 No additions, alterations or amendments shall be made to or in the provisions of these Articles which would have the effect that the Charity would cease to be a company to which Section 60 of the CA 2006 applies or would cease to be a charity.

48.3 The Charity shall make no regulated alterations (as defined in Section 198 of the Charities Act 2011) to or in the provisions of these Articles without the prior written consent of the Commission.

48.4 No proposed alteration to the provisions set out in these Articles shall be effective unless the proposed alteration has been approved in writing by the FA not less than 14 (fourteen) days before the day on which the alteration is proposed to take place (or the FA has confirmed that its approval is not required).

**49. Winding Up**

49.1 The Charity may be wound up voluntarily subject to the passing of a special resolution.

49.2 In the event of the winding up of the Charity in accordance with Article 49.1 above the Trustees after settlement of all financial obligations shall distribute the proceeds of the Charity's residual assets in accordance with Articles 7 and 8 above.