

HARBOROUGH TOWN FOOTBALL CLUB LIMITED

ARTICLES OF ASSOCIATION

(Private company limited by guarantee)

Final version for approval at AGM

1. Preliminary

1.1 Name

The name of the Company is Harborough Town Football Club Limited.

1.2 Registered office

The registered office of the Company shall be in England and Wales.

1.3 Company type

The Company is a private company limited by guarantee and is not authorised to issue shares.

1.4 Exclusion of model articles

No articles set out in any statute or statutory instrument concerning companies shall apply as articles of the Company. These Articles alone shall constitute the articles of association of the Company.

2. Interpretation

2.1 In these Articles, unless the context otherwise requires:

Act means the Companies Act 2006.

Articles means these articles of association as altered from time to time.

Board means the board of Directors for the time being of the Company.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Chair means the person appointed to chair meetings of the Board in accordance with these Articles.

Club means the football club operated by the Company and known as Harborough Town Football Club.

Company means Harborough Town Football Club Limited.

County FA means the relevant county football association from time to time.

Director means a director of the Company and includes any person occupying the position of director, by whatever name called.

ETP means the Emerging Talent Programme for players aged 12 to 23, or such successor programme as the Board may approve consistently with the objects of the Company.

FA means The Football Association Limited.

General Manager means the senior operational manager of the Club from time to time, however titled, appointed by the Trust and reporting to the board of Trustees of the Trust, and exercising day-to-day operational responsibility for the Club in accordance with any scheme of delegation approved by the Trust and the Company.

Interested Director means a Director who is directly or indirectly interested in a transaction or arrangement with the Company or otherwise has an actual or potential conflict of interest in relation to a matter being considered.

League means the league or leagues in which the Club competes from time to time.

Member means a member of the Company.

Ordinary Resolution has the meaning given in the Act.

Proxy Notice means a notice appointing a proxy under the Act.

Special Resolution has the meaning given in the Act.

Trust means Harborough Town Community Trust.

Trading Company means Harborough Town Trading Limited or any successor trading subsidiary or commercial vehicle approved by the Board and recognised by the Members for that purpose.

Writing includes any form of communication sent by post or by electronic means and any communication capable of being read or reproduced in permanent form.

2.2 References to one gender include all genders.

2.3 References to persons include individuals, bodies corporate, unincorporated associations and partnerships.

2.4 A reference to a statute or statutory provision includes any modification, re-enactment or replacement of it for the time being in force.

2.5 Headings are for convenience only and do not affect interpretation.

3. Objects

3.1 The objects of the Company are to operate and develop the football activities of the Club, including in particular:

(a) operating the men's first team;

(b) operating the ETP;

(c) operating the women's first team only if and when promoted to the Women's National League or such equivalent or successor national competition as may from time to time apply;

(d) participating in competitions governed by the FA, the League and any County FA;

(e) promoting and maintaining high standards of safeguarding, welfare, integrity, equality, discipline and regulatory compliance in football; and

(f) doing all lawful things which are incidental or conducive to the attainment of those objects.

3.2 The Company shall comply, and shall procure so far as it lawfully can that the Club complies, with all applicable FA, League and County FA rules, regulations, directives, requirements, safeguarding standards and licensing requirements.

3.3 The Company shall not itself carry on community football, charitable football, community outreach or other charitable activity except:

(a) under a written arrangement with the Trust; and

(b) only to the extent consistent with these Articles and the preservation of the Trust's independence, charitable status and charitable reliefs.

3.4 Nothing in these Articles authorises the Company to assume or interfere with the governance, charitable decision-making or property-holding functions of the Trust.

4. Powers

4.1 In furtherance of its objects, but not otherwise, the Company shall have power to do all such lawful things as are incidental or conducive to the pursuit of its objects.

4.2 Without limitation to Article 4.1, the Company may:

(a) enter into contracts and arrangements necessary or desirable for the operation of the Club;

(b) employ or engage staff, coaches, consultants, advisers and contractors;

(c) receive grants, sponsorship, donations and other funding;

(d) enter into service agreements and operational agreements with the Trust and the Trading Company;

(e) occupy and use premises under licence or other lawful arrangement;

(f) acquire, hold and dispose of assets other than any proprietary interest in Trust property except as expressly permitted by these Articles and by law;

(g) establish committees and delegate authority in accordance with these Articles; and

(h) do all such other lawful things as may assist the Company to carry out its objects.

4.3 The powers of the Company shall be exercised subject always to:

(a) the Act;

(b) these Articles;

(c) applicable football regulation;

(d) any binding agreement lawfully entered into with the Trust or the Trading Company;
and

(e) the requirement not to prejudice the Trust's charitable status, independence or entitlement to charitable business rates relief.

5. Liability of Members and guarantee

5.1 The liability of each Member is limited.

5.2 Every Member undertakes to contribute to the assets of the Company, in the event of the same being wound up while that person is a Member or within one year after that person ceases to be a Member, such amount as may be required not exceeding £1.

6. Application of income and property

6.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

6.2 No part of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or other distribution of profit to any Member.

6.3 Nothing in these Articles shall prevent the Company from paying in good faith:

(a) reasonable and proper remuneration to any employee, officer, consultant or contractor of the Company for services rendered to the Company;

(b) reimbursement of reasonable and properly incurred out-of-pocket expenses;

(c) fees or remuneration for legal, accounting, tax, valuation, property, sporting, medical, safeguarding or other professional services properly supplied to the Company;

(d) interest at a reasonable commercial rate on money lent to the Company;

(e) reasonable and proper rent, licence fees or service charges under any arm's-length arrangement entered into for the purposes of the Company; or

(f) sums due under any agreement with the Trust or the Trading Company which has been properly approved in accordance with these Articles and is demonstrably in the interests of the Company.

6.4 All transactions between the Company and any Director, Member, the Trust or the Trading Company shall be subject to proper approval, transparency, management of conflicts and compliance with applicable law and regulation.

7. Members

7.1 Subscribers

The subscribers to the memorandum of association shall be the first Members of the Company.

7.2 Admission of Members

Any person who:

- (a) supports the objects of the Company; and
 - (b) is approved for admission by the Board in accordance with these Articles,
- may become a Member.

7.3 Membership applications

An application for membership shall:

- (a) be made in such form as the Board may from time to time prescribe;
- (b) contain such information as the Board may reasonably require;
- (c) include an agreement by the applicant to be bound by these Articles; and
- (d) be determined by the Board acting in good faith and in the interests of the Company.

7.4 Discretion of Board

The Board may in its absolute discretion accept or decline any application for membership. The Board shall not be obliged to give reasons for declining an application.

7.5 Membership is personal

Membership is personal to the Member and is not transferable.

7.6 Register of Members

The Company shall maintain a register of Members in accordance with the Act.

7.7 Rights of Members

Subject to the Act and these Articles, each Member shall have:

- (a) the right to receive notice of and attend general meetings;
- (b) the right to speak at general meetings;

- (c) one vote on a show of hands and one vote on a poll; and
- (d) such other rights as are expressly conferred by the Act or these Articles.

7.8 Obligations of Members

Each Member shall:

- (a) act in good faith in relation to the Company;
- (b) support the objects of the Company;
- (c) comply with these Articles and any lawful rules or policies adopted by the Board;
and
- (d) refrain from conduct likely to bring the Company, the Club, the Trust, the Trading Company, the FA or the League into serious disrepute.

7.9 Cessation of membership

A person shall cease to be a Member if that person:

- (a) resigns by notice in Writing to the Company;
- (b) dies;
- (c) in the case of a body corporate, ceases to exist;
- (d) becomes bankrupt or makes any arrangement or composition with creditors generally, or analogous insolvency event occurs;
- (e) is removed from membership by resolution of the Board under Article 7.10.

7.10 Removal of membership

The Board may remove a Member if, acting reasonably and in good faith, it considers that the Member:

- (a) has acted seriously or persistently contrary to the objects or interests of the Company;
- (b) has committed a serious breach of these Articles or any lawful rule or policy of the Company;
- (c) has engaged in conduct likely to damage the reputation or proper functioning of the Company; or
- (d) is otherwise unsuitable to remain a Member.

7.11 Fair procedure

Before removing a Member under Article 7.10, the Board shall:

- (a) give the Member written notice of the grounds relied upon;
- (b) give the Member a reasonable opportunity to make written representations and, if the Board so decides, oral representations;
- (c) consider any such representations fairly; and
- (d) notify the Member in Writing of the Board's decision.

7.12 Suspension pending determination

The Board may suspend a Member's voting rights pending determination of a proposed removal where it reasonably considers that necessary to protect the interests of the Company, provided that such suspension shall be temporary and proportionate.

8. General meetings

8.1 Annual general meeting

The Company shall hold an annual general meeting in each calendar year and not more than fifteen months shall elapse between one annual general meeting and the next.

8.2 Calling general meetings

The Board may call a general meeting whenever it thinks fit. Members may require the Board to call a general meeting in accordance with the Act.

8.3 Notice of general meetings

At least 14 clear days' notice shall be given of every general meeting, unless a longer period is required by the Act.

8.4 Contents of notice

Every notice convening a general meeting shall specify:

- (a) the date and time of the meeting;
- (b) the place of the meeting, if any;
- (c) if the meeting is to be held by electronic means or partly by electronic means, the method by which Members may attend, speak and vote;
- (d) the general nature of the business to be transacted;
- (e) the text of any Special Resolution to be proposed; and
- (f) the right of Members to appoint proxies where applicable.

8.5 Attendance by electronic means

The Board may decide that a general meeting shall be held:

- (a) wholly in person;
- (b) wholly by electronic means; or
- (c) in hybrid form,

provided that all persons attending the meeting are able to communicate adequately with each other and to exercise their rights to speak and vote.

8.6 Accidental omission

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

9. Proceedings at general meetings

9.1 Quorum

No business shall be transacted at any general meeting unless a quorum is present.

9.2 Quorum requirement

Two Members present in person or by proxy and entitled to vote shall constitute a quorum.

9.3 Lack of quorum

If a quorum is not present within 30 minutes from the time appointed for the meeting, the meeting shall stand adjourned to such day, time and place as the Board may determine. At the adjourned meeting, the Members present in person or by proxy shall constitute a quorum.

9.4 Chairing general meetings

The Chair shall preside as chair of every general meeting. If there is no Chair, or if the Chair is unwilling or unable to act, the Directors present shall appoint one of their number to chair the meeting, failing which the Members present shall elect one of their number to chair the meeting.

9.5 Attendance and speaking

A person is able to exercise the right to speak at a general meeting when that person can communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

9.6 Voting on a show of hands

At a general meeting a resolution put to the vote shall be decided on a show of hands unless a poll is duly demanded.

9.7 Votes on a show of hands

On a show of hands every Member who is present in person shall have one vote. A duly appointed proxy shall have the rights conferred by the Act.

9.8 Poll

A poll may be demanded in accordance with the Act and shall be conducted in such manner as the chair of the meeting may direct, provided that the manner chosen is fair and capable of producing a reliable result.

9.9 Equality of votes

In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a casting vote, unless the chair is not entitled to vote on the matter.

9.10 Adjournment

The chair 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. No business shall be transacted at any adjourned meeting other than business properly left unfinished at the original meeting.

10. Proxies

10.1 A Member is entitled to appoint another person as proxy to exercise all or any of that Member's rights to attend, speak and vote at a general meeting.

10.2 Proxies shall be appointed and lodged in accordance with the Act and any requirements specified in the notice of meeting.

11. Written resolutions of Members

11.1 Subject to the Act, a written resolution of the Members shall be as valid and effective as if passed at a general meeting duly convened and held.

11.2 A written resolution may be proposed by the Board or by Members in accordance with the Act.

12. Directors

12.1 Number of Directors

Unless otherwise determined by Ordinary Resolution, the Company shall have not fewer than six and not more than ten Directors.

12.2 First Directors

The first Directors shall be those persons notified to Companies House as the first directors of the Company.

12.3 Appointment by Members

The Members may by Ordinary Resolution appoint any person who is willing to act as a Director, either to fill a vacancy or as an additional Director, subject to the maximum number permitted by these Articles.

12.4 Appointment by the Board

The Board may appoint any person willing to act as a Director to fill a casual vacancy or as an additional Director, provided that:

(a) the total number of Directors does not thereby exceed the maximum permitted by these Articles; and

(b) any Director appointed by the Board shall retire at the next annual general meeting and shall then be eligible for appointment by the Members.

12.5 Eligibility

A person shall not be appointed as a Director unless:

(a) that person has attained the age of 16 years;

(b) that person is not prohibited by law from acting as a director;

(c) that person is not disqualified under the Act or under any applicable football regulation from acting in a position of management or control;

(d) that person has consented to act as a director; and

(e) the Board or Members, as applicable, are satisfied that the person is likely to contribute appropriately to the governance and objects of the Company.

12.6 Board composition

In appointing Directors, the Members and the Board shall have regard, so far as practicable, to the desirability of maintaining an appropriate balance of skills, experience and independence, including experience in football, finance, governance, safeguarding, property, legal or commercial matters.

12.7 General Manager

The General Manager shall not be a Director by virtue only of holding that office.

12.8 Reporting of General Manager

(a) The General Manager shall be employed by, or engaged under contract with, the Trust.

(b) The General Manager shall be accountable to, and report directly to, the board of Trustees of the Trust.

(c) The General Manager may attend meetings of the Board of the Company by invitation, for operational reporting and liaison purposes only, and shall have no vote.

(d) The Company shall be entitled to rely on and work with the General Manager under any written scheme of delegation or operational protocol approved by the Trust.

13. Retirement and reappointment of Directors

13.1 At every annual general meeting, one-third of the Directors for the time being, or if their number is not three or a multiple of three then the number nearest to one-third, shall retire from office.

13.2 The Directors to retire shall be those who have been longest in office since their last appointment or reappointment. As between persons who became or were last reappointed Directors on the same day, those to retire shall be determined by lot unless they agree otherwise.

13.3 A retiring Director shall be eligible for reappointment.

13.4 A Director appointed by the Board under Article 12.4 shall retire at the next annual general meeting and shall not be taken into account in determining which Directors are to retire by rotation at that meeting.

14. Termination of office of Director

14.1 A person shall cease to be a Director if:

(a) that person ceases to be a director by virtue of any provision of the Act or is prohibited by law from being a director;

(b) a bankruptcy order is made against that person, or that person makes any arrangement or composition with creditors generally, or analogous insolvency event occurs;

(c) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that the person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(d) notification is received by the Company from the Director that the Director is resigning, and such resignation has taken effect in accordance with its terms;

(e) the Director is absent without permission of the Board from three consecutive Board meetings and the Board resolves that the office be vacated;

(f) the Members remove the Director by Ordinary Resolution in accordance with the Act;
or

(g) the Director is subject to a disqualification, suspension or finding under applicable football regulation which in the reasonable opinion of the Board makes it inappropriate for the person to continue in office.

15. Directors' general authority

15.1 Subject to the Act and these Articles, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company.

15.2 No alteration of these Articles and no direction given by Special Resolution 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.

16. Members' reserve power

16.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

16.2 No such Special Resolution shall invalidate anything which the Directors have done before the passing of the resolution.

17. Chair and vice-chair

17.1 The Board shall appoint one of the Directors to be Chair for such term and on such terms as it may determine.

17.2 The Board may appoint one of the Directors to be vice-chair.

17.3 The Chair shall chair meetings of the Board unless unwilling or unable to do so.

17.4 If the Chair is unwilling or unable to chair a meeting of the Board, the vice-chair shall chair that meeting, failing which the Directors present shall appoint one of their number to chair that meeting.

18. Directors' decision-making

18.1 The general rule about decision-making by Directors is that any decision of the Directors must be either:

- (a) a majority decision at a meeting; or
- (b) a decision taken in accordance with Article 20.

18.2 The Board may regulate its proceedings as it thinks fit, subject to these Articles.

18.3 The Board shall ensure that appropriate minutes are kept of all Board meetings and of all resolutions and decisions.

19. Calling Directors' meetings

19.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary, if any, to give such notice.

19.2 Notice of any Directors' meeting shall indicate:

- (a) the proposed date and time of the meeting;
- (b) where it is to take place; and
- (c) if it is to take place by electronic means, how the Directors may participate.

19.3 Notice of a Directors' meeting need not be in Writing.

19.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting.

20. Unanimous decisions of Directors

20.1 A decision of the Directors may be taken without a meeting if all eligible Directors indicate to each other by any means that they share a common view on a matter.

20.2 Such a decision may take the form of a resolution in Writing, copies of which have been signed by all eligible Directors or to which all eligible Directors have otherwise indicated agreement in Writing.

20.3 A unanimous decision in accordance with this Article shall be as effective as a decision taken at a duly convened and quorate meeting of the Directors.

21. Quorum for Directors' meetings

21.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting.

21.2 The quorum for Directors' meetings shall be four Directors, or such higher number as the Board may from time to time resolve.

21.3 If the total number of Directors for the time being is less than the quorum required, the Directors shall not take any decision other than a decision:

- (a) to appoint further Directors; or
- (b) to call a general meeting to enable the Members to appoint further Directors.

22. Participation in Directors' meetings

22.1 Subject to these Articles, Directors participate in a Directors' meeting when:

- (a) the meeting has been called and takes place in accordance with these Articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

22.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

22.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

23. Voting at Directors' meetings

23.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

23.2 In the case of an equality of votes, the Chair of the meeting shall have a casting vote, unless the Chair is not entitled to vote on the matter.

24. Conflicts of interest

24.1 Duty to declare interests

A Director shall declare to the Board the nature and extent of any direct or indirect interest which the Director has in a proposed or existing transaction or arrangement with the Company or in any matter under consideration by the Board.

24.2 General duty regarding conflicts

A Director shall seek to avoid any situation in which the Director has, or may have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Company.

24.3 Authorisation of conflicts

The Board may authorise a conflict or potential conflict of interest of a Director if:

- (a) the matter has been properly disclosed to the Board;
- (b) the Board considers the matter in the absence of the Interested Director unless the non-conflicted Directors resolve otherwise;
- (c) the Interested Director is not counted in the quorum for the relevant part of the meeting unless the non-conflicted Directors resolve otherwise to the extent permitted by law; and
- (d) the non-conflicted Directors determine that the conflict can properly be authorised on such terms as they think fit.

24.4 Restrictions on participation

Subject to Article 24.5, an Interested Director shall not:

- (a) vote on the relevant matter;

- (b) count towards quorum in relation to the relevant matter; or
- (c) be required to receive board papers relating exclusively to the relevant matter, unless and to the extent that the non-conflicted Directors resolve otherwise where permitted by law.

24.5 Exceptions

A Director shall not be treated as interested by reason only of an interest:

- (a) arising from an indemnity given, or insurance purchased, in favour of Directors;
- (b) in a transaction concerning an employee benefit arrangement which has been made available generally to employees or directors of the Company;
- (c) in arrangements with the Trust or the Trading Company where the interest arises solely by reason of the Director also holding office in or acting for such entity, provided that the interest is fully disclosed and the non-conflicted Directors consider it appropriate that the Director may participate to such extent as they specify; or
- (d) in any matter where the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

24.6 Recording conflicts

The Board shall maintain an appropriate register of Directors' interests and conflicts.

25. Delegation

25.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:

- (a) to such person or committee;
- (b) by such means, including by power of attorney;
- (c) to such extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

25.2 The Directors may authorise further delegation of the Directors' powers by any person to whom they are delegated.

25.3 The Directors may revoke any delegation in whole or in part, or alter its terms and conditions.

25.4 The Directors shall record material delegations in a written scheme of delegation or in Board minutes.

25.5 The Directors may establish committees and may determine the membership, quorum, powers, procedures and reporting requirements of any committee.

25.6 The Directors remain responsible for the exercise of any delegated powers.

26. Reserved matters

26.1 The Company shall not take any of the following actions without prior approval in accordance with this Article:

- (a) amending these Articles;
- (b) changing the name of the Company;
- (c) changing the objects of the Company;
- (d) entering into, varying in any material respect, surrendering or terminating any licence, lease, occupational arrangement or other land-related agreement relating to the club premises;
- (e) seeking to acquire any proprietary interest in the Trust's property;
- (f) taking any action reasonably likely to prejudice the Trust's charitable status, independence or entitlement to charitable business rates relief;
- (g) entering into any material related-party transaction with a Director, Member, the Trust or the Trading Company other than in the ordinary course and on appropriate terms;
- (h) borrowing money or granting security above such financial thresholds as the Board may from time to time approve and record in writing;
- (i) changing in any material respect the relationship between the Company and the Trust;
- (j) commencing activities outside the core objects of the Company;
- (k) creating, acquiring or disposing of any subsidiary or material undertaking;
- (l) making any decision which the Board has previously designated as a reserved matter.

26.2 The matters referred to in Articles 26.1(a), (b), (c), (e) and (i) shall require approval by Special Resolution of the Members.

26.3 The matters referred to in Articles 26.1(d), (f), (g), (h), (j), (k) and (l) shall require approval of the Board by not less than two-thirds of the Directors present and voting at a

quorate meeting, unless the Board determines that Member approval should also be sought.

26.4 Nothing in this Article shall derogate from any requirement of the Act for Member approval.

27. Relationship with the Trust and the Trading Company

27.1 The Company acknowledges and accepts that the Trust is and shall remain an independent charitable entity.

27.2 The Company shall not control the governance of the Trust and shall not purport to direct the Trust in the exercise of its charitable functions or trustees' duties.

27.3 The Company shall not acquire, seek to acquire or claim any proprietary or beneficial interest in the club premises or any other property of the Trust, save only where expressly approved by Special Resolution of the Members and only where lawful and consistent with the preservation of the Trust's charitable status and independence.

27.4 The Company shall occupy and use the club premises only under licence or other lawful written arrangement approved in accordance with these Articles.

27.5 The Company shall not take any action, and shall conduct its affairs so far as reasonably practicable in such a way as not to prejudice:

- (a) the Trust's charitable status;
- (b) the Trust's independence;
- (c) the Trust's compliance with charity law; or
- (d) the availability of charitable business rates relief.

27.6 All material agreements between the Company and the Trust or the Trading Company shall:

- (a) be in Writing;
- (b) be approved in accordance with these Articles;
- (c) be entered into on appropriate and properly considered terms; and
- (d) be consistent with the objects of the Company and the overall governance structure approved by the Members.

27.7 Nothing in these Articles shall require the Company to accept terms proposed by the Trust or the Trading Company which the Board reasonably considers to be materially adverse to the interests of the Company, but any disagreement shall be addressed in good faith in accordance with Article 28.

28. Inter-entity dispute resolution

28.1 If a dispute arises between the Company and the Trust or between the Company and the Trading Company concerning any matter of governance, occupation, services, costs, responsibilities or implementation of the restructuring framework, the relevant parties shall first seek to resolve the dispute through good faith negotiation.

28.2 If the dispute has not been resolved within 21 days of written notice of the dispute, any party may require the dispute to be referred to mediation.

28.3 Unless otherwise agreed, the mediator shall be appointed by agreement between the parties or, failing agreement within 14 days, by the Centre for Effective Dispute Resolution or such successor body as the parties may agree.

28.4 Nothing in this Article shall prevent any party from taking urgent steps to protect legal rights, regulatory compliance or safeguarding obligations.

29. Safeguarding, welfare and regulatory compliance

29.1 The Board shall maintain safeguarding, welfare and integrity arrangements appropriate to the nature and scale of the Company's football activities and consistent with applicable FA and League standards.

29.2 The Board shall ensure that appropriate safeguarding and welfare officers are appointed and that responsibilities for safeguarding are clearly allocated.

29.3 The Board shall adopt and keep under review such policies and procedures as are reasonably necessary to promote safe, lawful and well-governed football operations.

30. Accounts, records and transparency

30.1 The Directors shall ensure that proper accounting records are kept in accordance with the Act.

30.2 The Company shall prepare and file accounts and confirmation statements in accordance with the Act and any applicable accounting requirements.

30.3 Minutes shall be kept of:

(a) all general meetings;

(b) all Board meetings;

(c) all committee meetings; and

(d) all material decisions taken otherwise than at meetings.

30.4 The Board shall ensure that the Company maintains such records, registers and governance documents as are reasonably necessary for proper operation of the Company.

31. Communications and notices

31.1 Subject to the Act, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides.

31.2 Any notice to be given to or by any person pursuant to these Articles may be given:

- (a) personally;
- (b) by post;
- (c) by courier;
- (d) by electronic means; or
- (e) by such other lawful means as the Board may approve.

31.3 A Member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

32. Indemnity and insurance

32.1 Subject to the Act, the Company may indemnify a Director or former Director against any liability incurred by that person in that capacity.

32.2 The Company may purchase and maintain insurance for or for the benefit of any person who is or was a Director, or a director of an associated company of the Company, against any loss or liability which may attach to that person in connection with that person's office or status.

33. Winding up

33.1 If on the winding up or dissolution of the Company there remains any property after the satisfaction of all debts and liabilities, such property shall not be distributed among the Members.

33.2 Any such remaining property shall be given or transferred to one or more bodies or institutions:

- (a) having objects similar to the objects of the Company; and
- (b) prohibiting the distribution of income and property to an extent at least as great as is imposed on the Company by Article 6,

as the Members may determine at or before the time of winding up, and if and so far as effect cannot be given to such provision, then to such body or bodies as a court of competent jurisdiction may direct.

34. Regulations

34.1 The Board may from time to time make, repeal or amend such regulations, rules or policies as it thinks fit for the proper conduct and management of the Company, provided that no such regulation, rule or policy shall be inconsistent with the Act or these Articles.

34.2 In the event of any inconsistency between these Articles and any regulation, rule or policy adopted by the Board, these Articles shall prevail.