



THE NORTHERN COUNTIES EAST FOOTBALL LEAGUE LIMITED

ARTICLES OF ASSOCIATION

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**THE COMPANIES ACT 2006
A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION OF THE NORTHERN COUNTIES EAST FOOTBALL LEAGUE LIMITED

1. PRELIMINARY

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

2. INTERPRETATION

2.1. In these regulations:

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

"Articles" means the Articles of the Company.

"Board" means The Board of the Company appointed in accordance with the Article 19.

"Clear days" in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

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

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

"Committee Members" means the Officers of the Competition and such members of the Management Committee for the time being appointed in accordance with Article 22.

"The Company" means The Northern Counties East Football League Limited.

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

"Emergency Committee" means the Management Committee Chairman, Vice Chairman and Competition Secretary or other Committee Members as required, totalling three in number, empowered to give a ruling subject to ratification by the Management Committee, in accordance with Article 22.5.

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

"Football Creditor" means:

- 2.1.1. The Football Association.
- 2.1.2. The FA Premier League Limited.
- 2.1.3. The Football League Limited.
- 2.1.4. The Football Conference Limited.
- 2.1.5. The Northern Premier Football League Limited.
- 2.1.6. The Southern Football League Limited.
- 2.1.7. The Isthmian Football League Limited.
- 2.1.8. Any member Club of the leagues or organisations listed in (2.1.1) to (2.1.7) above.
- 2.1.9. Any full time or part time employee of a member club, or former full time or part time employee of a member club, in respect of sums due to such person by way of arrears of remuneration. This excludes for these purposes all and any claims for redundancy, unfair or wrongful dismissal or other claims arising out of the termination of the contract or in respect of any period after the actual date of termination.
- 2.1.10. The Professional Footballers' Association Limited.
- 2.1.11. The Football Foundation.
- 2.1.12. Any County Football Association recognised by The Football Association.
- 2.1.13. Any other affiliated Clubs and Leagues.
- 2.1.14. Any pension scheme or plan administered by or on behalf of the Company.

"Insolvency event" means when:

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

"Management Committee" means the Management Committee for the time being of the Competition, comprising the Committee Members in accordance with Article 22.

"Office" means the registered office of the Company.

"Officers of the Competition" means the Chairman, Vice Chair, Competition Secretary, Treasurer, Fixture Secretary, Referees Secretary, Referees Observer Secretary, Registration Secretary, League Development Officer, Governance Officer, Ground Grading Officer and Club Representatives.

"President" means the person elected from time to time to be President of the Company in accordance with Article 17 and any Rules.

"Rules of the Competition" means the Rules of The Northern Counties East Football League Limited (subject to such amendments as shall from time to time be made or adopted by the Company and/or The Football Association Ltd.);

"The United Kingdom" means Great Britain and Northern Ireland.

“The Football Association” means The Football Association Limited, a private company limited by shares (Company number 00077797)”

“Vice-Presidents” means the person(s) elected from time to time to be a Vice President of the Company in accordance with Article 18 and any Rules.

- 2.2. Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modifications thereof not in force when these regulations become binding on the Company.
- 2.3. A reference to a person includes a body corporate (however incorporated) and an unincorporated body of persons including associations of persons and partnerships.
- 2.4. Words denoting the masculine gender only shall include the feminine and neuter gender. Use of the singular includes the plural and vice versa.
- 2.5. Headings are inserted for convenience only and do not affect the construction of these Articles.

3. OBJECTS CLAUSES

The objects for which the Company is established are:

- 3.1. To acquire and take over the functions, assets and liabilities of the unincorporated association known as The Northern Counties East Football League; to control, administer, manage, supervise, co-ordinate and be responsible for overseeing the activities of The Northern Counties East Football League Limited; to draw up and enforce rules to be observed by and for the regulation of the conduct of football clubs forming The Northern Counties East Football League Limited from time to time including the conditions for entry and exclusion therefrom.
 - 3.1.1. To promote interest in the game of Association Football and to protect and advance the mutual and trade interests of its members; to carry on the business and activities of a sports federation and governing body in all its branches.
 - 3.1.2. To encourage the playing of Association Football in a competitive and sportsmanlike manner and to engage in such connected social or other activities as may be beneficial for the Company, its members or the sport of Association Football.
 - 3.1.3. To arrange and hold meetings and competitions periodically for members and to establish playing, ground, facility and general standards for such members.
 - 3.1.4. To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.
 - 3.1.5. To carry on any trade or business whatsoever which can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such business as aforesaid or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or in turn to account any of the Company's assets, property or rights.

- 3.2. Except as hereinafter provided, the income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association (Rules) and no portion thereof (except such income as derives from Commercial Agreements as defined in Article 8 of the Company's Articles of Association or from grants, awards, gifts or donations as the Company may determine to pay shall be paid or transferred directly or indirectly, by way of bonus or otherwise howsoever, to members of the Company provided that nothing herein shall prevent any payment in good faith by the Company:
- 3.2.1. of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company.
 - 3.2.2. of interest on money lent by any member of the Company or of its Management Committee or other governing body at a reasonable and proper rate.
 - 3.2.3. of reasonable and proper rent for premises demised or let by any member of the Company or of its Management Committee or other governing body.
 - 3.2.4. to any member of its Management Committee or other governing body of out-of-pocket expenses; and
 - 3.2.5. pursuant to the rules of The Northern Counties East Football League Limited from time to time.

4. LIABILITY OF MEMBERS

- 4.1. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or it is a member, or within one year after he or it ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or it ceases to be a member, and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.
- 4.2. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all of its debts and liabilities, any property whatsoever, the same shall be given or transferred to some other body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution or winding-up, and if so far as effect cannot be given to such provision, then to some other body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto (whether or not the body or bodies in question shall be a member or members of the Company) to be similarly determined or in the discretion of the Company to be paid to or distributed equally amongst the members of the Company at the time

5. MEMBERS

- 1. Members shall be only such Clubs, or in the case of unincorporated associations the duly appointed nominees of such Clubs, which are in membership of the Competition for the time being in

accordance with the Rules. The names of Clubs in the Competition will be determined by the Management Committee.

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

6. MEMBERSHIP APPLICATION FORM

- 6.1. Every Club shall deliver to the Company an application for membership of the Company in the form in force at the relevant time or in such other form as the Committee Members may require, which

shall be signed (in the case of a Club) for and on behalf of the Club by two of its directors (in the case of companies) or officers (in the case of unincorporated associations).

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

7. RESIGNATION AND REMOVAL OF A MEMBER

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

8. COMMERCIAL AGREEMENTS

- 8.1. The Board, without prejudice to its existing rights, powers, and duties in connection with the management of the business and affairs of the Company, shall have full authority at its discretion to negotiate and procure the Company to enter into any Commercial Agreement and the Clubs shall comply with all obligations on their part which may be contained or referred to in any such Commercial Agreement.
- 8.2. All profits deriving from Commercial Agreements shall belong beneficially to those Clubs which are Members of the Competition throughout the season in respect of which those profits are made, in the ratio of equal shares to each Member Club less any share of the total amount retained by the Company.
- 8.3. Withdrawal from the League as per Article 7.1 for whatever reason shall not affect the accrued right to a share of profits under Article 8.2 above of any Member.
- 8.4. Any Club failing to fulfil the requirements of any of The Northern Counties East Football League Limited Sponsorship Agreement may, at the discretion of the Board, have their share or part share of any money due to them from the sponsorship withheld.

9. GENERAL MEETINGS

- 9.1. All general meetings other than Annual General Meetings shall be called Special General Meetings.
- 9.2. The Management Committee may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a Special General Meeting for a date not later than 28 days after receipt of the requisition. If there is not a meeting of the Management Committee to be held and a resolution to be passed thereat to call a general meeting, one third of the members may call a general meeting.

10. NOTICE OF GENERAL MEETINGS

- 10.1. An Annual General Meeting or any Special General Meeting called for the passing of a special resolution shall be called by at least fourteen clear days' notice and in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat: and
- 10.1.1. in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than seventy five per cent of the total voting rights at the meeting of all the members.
- 10.1.2. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. Subject to the provisions of the Articles, the notice shall be given to all members, the Board, Management Committee Members, the auditors and to any life members (provided that there shall be no obligation to give any notice to a Club which is unincorporated association when notice has been given to its duly appointed nominee).
- 10.2. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

11. ANNUAL GENERAL MEETING

- 11.1. The Annual General Meeting, of which notice in accordance with Article 10.1 is given shall held at the earliest suitable date in June. The League shall be governed at the Annual General Meeting or at any Special General Meeting by one Representative from each of the full Member Clubs. Not less than fifteen Representatives to form a quorum. All resolutions except those relating to a change of rule shall be carried by a simple majority.
- 11.2. The order of business shall be:
1. The minutes of the preceding Annual General Meeting and any other Special General Meeting to be confirmed and matters arising therefrom dealt with.
 2. Report by President and/or Chairman
 3. Adoption of Standing Orders
 4. Presentation and adoption of Balance Sheet and Statement of Accounts
 5. Reports by the Business Secretaries of the League
 6. Report by the Competition Secretary
 7. Election of Clubs for the ensuing season
 8. Election of Officers

9. Election of Auditors
10. Alteration to Rules
11. Draw for the Challenge Cup Competitions
12. Other business of which due notice of four weeks have been given to the Board

11.3. An audited Balance Sheet as at 31st March each year shall be submitted at the Annual General Meeting.

12. QUORUM AT GENERAL MEETINGS

- 12.1. No business shall be transacted at any meeting unless a quorum is present. Not less than seventy-five per cent (75%) of members for the time being entitled to vote upon the business to be transacted each (subject to the proviso contained at Article 15.3) being a duly appointed nominee of a Club which is an unincorporated association or present by a duly authorised representative in the case of a Club which is a corporation or body corporate shall be a quorum.
- 12.2. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Management Committee may determine.

13. CHAIR OF GENERAL MEETINGS

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

14. ADJOURNMENTS OF GENERAL MEETINGS

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

15. VOTING AT GENERAL MEETINGS

- 15.1. A resolution put to the vote of a meeting shall be decided on a show of hands, unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
1. by the Chairman of the meeting; or
 2. by at least four members having the right to vote at the meeting (and a demand by a person as proxy for a member shall be the same as a demand by the member).
- 15.2. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and a place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 15.3. Subject as otherwise provided in these regulations, on a show of hands every member who (being an unincorporated association) is present by its nominee or (being a company or body corporate) is present by its duly authorised representative shall have one vote and on a poll every member so present by representative or nominee or present proxy shall have one vote.
- 15.4. Any company or body corporate which is a member may by resolution of its directors or other governing body authorise such person (who shall be a member of The Board or Management Committee of that Club) as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Company or body corporate which he represents as that Club could (to the extent that it is otherwise entitled to do so) exercise if it were an individual member of the Company.
- 15.5. Each member club shall ensure that its representative or nominee attends each General Meeting of the Company. Any Club failing to be represented at any general meeting of the Company will pay a fine to the Company, which may, however, be remitted or reduced if a satisfactory explanation of such absence be subsequently given to the Management Committee. Each member may, in addition to its duly authorised representative or its duly appointed nominee, have in attendance at all general meetings observers who shall take no part in the proceedings.
- 15.6. On a poll votes may be given either personally or by proxy.
- 15.7. An instrument appointing a proxy shall be in writing, signed by or on behalf of the appointor 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 Committee Members may approve from time to time):
- “I/Weof.....being a Member/Members of the above named League hereby appointofor in his absenceofas my/our proxy to vote in my/our name(s) and my/our behalf at the Annual General Meeting/General Meeting of the League to be held on 20...”
- 15.8. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the

meeting not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

- 15.9. If a poll is not taken forthwith but is taken not more than 48 hours after it was demanded the instrument appointing a proxy and any authority under which it is executed may be delivered at the meeting at which the poll was demanded to the Chairman or to the Company/Competition Secretary or to any Board or Committee Member.
- 15.10. Only a member who shall have paid every subscription and other sum (if any), which shall be due and payable to the Company in respect of its membership pursuant to the Rules or otherwise shall (to the extent that it is otherwise entitled to do so) be entitled to be present or represented or to vote on any question at any general meeting of the Company.
- 15.11. In the case of an equality of votes, the Chairman shall be entitled to a second or casting vote in addition to any other vote he may have.
- 15.12. A declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 15.13. A Director or Committee Member shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 15.14. No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection in due time shall be referred to the chairman whose decision shall be final and conclusive.

16. RESOLUTIONS OF THE MEMBERS IN WRITING

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

17. PRESIDENT

The President shall be elected by the Members in accordance with this Article 17 and any Rules. The President shall hold office as President of the Company and shall have such rights and privileges and duties as the Board shall from time to time prescribe.

- 17.1. Only the Board may nominate a person for election as President by the Members. Such nominations shall be made by such date as the Board shall prescribe in each year. If there is only one nomination

such person shall be declared elected at the Annual General Meeting. In the event of there being more than one nomination for President, an election shall be held at the Annual General Meeting.

- 17.2. A person elected as President shall hold office for a one (1) year term until the conclusion of the next Annual General Meeting but shall be eligible for re-election.
- 17.3. In the event of a casual vacancy occurring the Board shall have the power (but shall not be obliged) to appoint a substitute President for the remainder of the term of office.
- 17.4. The President shall be entitled to receive notice of, attend and vote at all General Meetings. The President shall have such other rights and privileges as the Board shall from time to time prescribe.

18. VICE-PRESIDENTS

- 18.1. There shall be no more than six (6) Vice-Presidents in office at any one time.
- 18.2. At the Annual General Meeting to be held in each year, half of the persons appointed as Vice-Presidents or if their number is not a multiple of two, the number nearest above half shall retire but are eligible for re-election. The Vice-Presidents to retire shall be those who have served longest in office since their last appointment or re-appointment. As between Vice-Presidents who have served for an equal length of time the Vice-Presidents to retire shall (unless they otherwise agree) be determined by lot.
- 18.3. Only the Board may nominate, by such time as the Board shall prescribe each year, a person to be a Vice-President and such person shall be a Member.
- 18.4. If there are as many or fewer nominations as there are vacancies the Vice-Presidents shall be declared elected at the next Annual General Meeting. In the event of there being a greater number of nominations for Vice-Presidents than vacancies, an election shall be held at the Annual General Meeting.
- 18.5. In the event of a casual vacancy occurring the Board shall have the power (but shall not be obliged) to appoint a substitute Vice-President or Vice-Presidents.
- 18.6. Those persons elected as Vice-Presidents shall hold office for a two year term but shall be eligible for election in accordance with these Articles.
- 18.7. Vice-Presidents shall be entitled to receive notice of, attend and vote at all General meetings. Vice-Presidents shall have such other rights and privileges as the Board shall from time to time prescribe.

19. THE BOARD

- 19.1. The business and management of the affairs of the Company shall be governed by a Board of seven (7) Directors, to include the Company Secretary and Financial Director, three (3) to form a quorum and in the event of the voting being equal, the Chairman for the time being shall have a second or casting vote.

19.2. Eligibility to be a Director

1. Any person who is eligible and willing to act as a director may be appointed in accordance with these Articles and any Rules.
2. No person may be appointed as a Director;-
unless they also consent to admission as a Member.
unless they have attained the age of eighteen (18) years.
if (they had already been a Director) they would have been disqualified from acting under the provisions of Article 23.2.
their appointment would result in the number of Directors exceeding the maximum set by or in accordance with these Articles.

19.3. Elected Directors

1. The Elected directors shall be appointed by the Members in accordance with this Article 19 and any Rules
2. Each Elected Director shall retire from office at the conclusion of the fourth Annual General Meeting following the commencement of their term of office but shall then be eligible for reappointment under Article 19.1
3. Elected Directors retiring under Article 19.1 may be reappointed for a consecutive period ending at the conclusion of the fourth Annual General Meeting following their most recent retirement but, subject to Article 19.2, an Elected Director who has served in office for eight (8) or more years consecutively must take a break from office and may not be reappointed until the earlier of:
the anniversary of the commencement of their break from office, and
the Annual General Meeting following the Annual General Meeting at which their break from office commenced
save that in exceptional circumstances the Board/Management Committee may decide to disapply the restriction on reappointment set out in this Article 19.3.3 provided that subject to Article 19.3.3 no Elected Director may serve in office as a Director for 12 (twelve) or more years consecutively.
4. If the retirement of an Elected Director under Article 19.3.2 causes the number of Directors to fall below the minimum specified in Article 19.1 the retiring Elected Director shall remain in office but only until a new appointment is made.
5. The Chairman and Vice Chairman of The Board shall be elected by The Board within 7 days of the Annual General Meeting of the Company.

20. APPOINTMENT OF INDEPENDENT DIRECTORS

In addition, The Board may appoint two (2) Independent Directors, such persons shall advise the Board on any aspect of the business and management of the affairs of the Company. Such Directors shall have voting rights and shall be appointed on such terms and conditions as the Board may determine.

21. POWERS OF THE BOARD

- 21.1. Subject to the provisions of the Act, the Memorandum of Association and the Articles, the business and affairs of the Company shall be managed by the Board who may exercise all the powers of the Company and shall enforce the Rules. The Board shall meet as often as is necessary to transact the business and affairs of the Company and shall except as expressly provided herein, have jurisdiction

over all matters affecting the Company including any not provided for in the Articles. No alteration of the Memorandum of Association, the Articles or the League Rules shall invalidate any prior act of the Board which would have been valid if that alteration had not been made. The powers given by this regulation shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.

21.2. The Board shall make and issue decisions in accordance with the Competition Rules as such Rules may be amended or replaced in accordance with Article 32.

21.3. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it determines, including authority for the agent to delegate all or any of its powers.

21.4. The Board may fill any vacancy that occurs in their body, that vacancy shall be considered as a co-opted member.

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

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

22. THE MANAGEMENT COMMITTEE

22.1. The Management Committee consisting of fourteen elected Members shall conduct the business of the Competition, five (5) to form a quorum, and shall have the power to deal with all matters of management covered by the Competition Rules. In the event of the voting being equal, the Chairman for the time being shall have a second or casting vote. The Management Committee may fill any vacancy that occurs in their body, that vacancy shall be considered as a co-opted member. All co-opted members of the Management Committee shall be eligible for re-election at the next Annual General Meeting without the necessity of previous nomination.

1. Any member co-opted to the Management Committee shall serve for the unexpired term of his predecessor.
2. No club shall have more than one representative as a member of the Management Committee.

22.2. The members of the Management Committee shall be appointed at the Annual General Meeting and are eligible for re-election without the necessity of previous nomination and shall hold office for three years.

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

- 22.4. In the event of a Management Committee Member being absent from a Committee Meeting on three successive occasions without just cause, that Member shall forfeit their position on the Management Committee.
- 22.5. In the event of an emergency decision being required, with regard to any matter under the normal control of the Management Committee, the Chairman, Vice Chairman and Company/Competition Secretary shall form an Emergency Committee and be empowered to give a ruling on any matter contained within the Competition and/or Cup Rules. Such decision shall be a majority vote and be binding on all parties subject to ratification by the Management Committee. In the event of one of the above being unavailable the Chairman shall be empowered to appoint another Management Committee Member in their absence onto the Emergency Committee. In the event of the Chairman being unavailable the Vice Chairman shall be empowered to appoint another Management Committee Member onto the Emergency Committee. In the event of both the Chairman and Vice Chairman being unavailable the Company/Competition Secretary shall be empowered to appoint two Management Committee Members onto the Emergency Committee.

23. REMOVAL OF A MANAGEMENT COMMITTEE MEMBER

- 23.1. In the event of a Management Committee Member being considered to have brought the Competition into disrepute, by word or actions, that Member may be subject to a motion of removal, which must be made in writing to the Company Secretary, signed by the complainant. The motion for removal shall be decided by a two thirds majority of Representatives of the Member Clubs, (one vote per Member Club). The Company Secretary shall issue voting papers to all Member Clubs 7 days prior to the date of any such meeting called for the purpose of removing a Management Committee Member. Any Club being unable to attend any such meeting, may submit a vote to be received by the Company Secretary no later than 24 hours prior to the commencement of the meeting. Any such proxy vote must be signed by the Club Chairman and Club Secretary. Any Management Committee Member removed from Office shall not be eligible for election to the Management Committee for a minimum of five years. In the event of the Management Committee Member being a Board Member of the Company, such a person shall also be removed from the Board.
- 23.2. The office of a Committee Member shall without prejudice to Article 22 be vacated if:
- such person ceases to be a Committee Member by virtue of any provision of the Act or the Insolvency Act 1986 or he becomes prohibited by law from being a Committee Member; or
 - becomes bankrupt or makes any arrangement or composition with their creditors generally; or
 - is, or may be, suffering from mental disorder and either:
 - is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any subsequent enactments; or
 - becomes incapable by reasons of illness or injury of managing and administering their own affairs
 - an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for such a person's detention or for the appointment of a

receiver, curator bonis or other person to exercise powers with respect to their property or affairs;
or

they resign their office by notice to the Company; or

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

is removed from office under Section 168 of the Act.

if a Management Committee Member only by virtue of being an Officer of the Competition ceases to be an Officer of the Competition.

is suspended by The Football Association.

24. COMPETITION OFFICERS

- 24.1. The Chair and Vice Chair of the Board along with the Finance Director and Company Secretary, shall be considered the Chairman, Vice Chair, Treasurer and Competition Secretary of the Management Committee respectively and shall have full voting rights.
- 24.2. The Management Committee may appoint a Fixture Secretary, Referee Secretary, Referees Observers Secretary, Registration Secretary, League Development Officer, Governance Officer, Ground Grading Officer and three (3) Club Representatives on such terms and conditions it may deem appropriate, such appointees shall be considered Competition Officers.

25. POWERS OF MANAGEMENT

- 25.1. Subject to the provisions of the Act, the Memorandum of Association and the Articles, the business of the Competition shall be managed by the Management Committee who may exercise all the powers of the Competition and shall enforce the Rules. The Management Committee shall meet as often as is necessary to transact the business of the Competition and shall except as expressly provided herein, have jurisdiction over all matters affecting the Competition including any not provided for in the Rules. No alteration of the Memorandum of Association, the Articles or the Rules shall invalidate any prior act of the Management Committee which would have been valid if that alteration had not been made. The powers given by this regulation shall not be limited by any special power given to the Management Committee by the Articles and a meeting of the Management Committee at which a quorum is present may exercise all powers exercisable by the Management Committee.
- 25.2. The Management Committee shall make and issue decisions in accordance with the Competition Rules as such Rules may be amended or replaced in accordance with Article 31.
- 25.3. The Management Committee may, by power of attorney or otherwise, appoint any person to be the agent of the Competition for such purposes and on such conditions as it determines, including authority for the agent to delegate all or any of his powers.

26. DELEGATION OF MANAGEMENT COMMITTEE'S POWERS

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

27. EXPENSES

A Board Member, Management Committee Member and any Sub-Committee Member may be paid travelling expenses at first class fares when travelling by rail or mileage expenses at the rate paid to referees when travelling by private car and any necessary but reasonable hotel expenses when absent from home on League business, including attendance at Board/Management Committee meetings.

28. COMMITTEE MEMBERS' APPOINTMENTS AND INTERESTS

- 28.1. Subject to the provisions of the Act and to the Memorandum of Association, the Board may appoint to any Executive Office and may enter into an agreement or arrangement with any Committee Member for his employment by the Company. Any such appointment, agreement or arrangement, may be made upon such terms as the Board determine and they may remunerate any such Committee Member for his services as they think fit. Any appointment of a Committee Member to an Executive Office shall, unless otherwise determined by the Company in general meeting, terminate if he ceases to be a Committee Member but without general prejudice to any claim to damages for breach of the contract of service between the Committee Member and the Company.
- 28.2. Subject to Article 28.1 and to the provisions of the Act and provided that they have disclosed to the Management Committee the nature and extent of any material interest, a Committee Member notwithstanding their office:

May be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested.

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

shall not, by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any

interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

28.3 For the purpose of Article 28.2:

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

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

29. PROCEEDINGS OF THE COMMITTEE MEMBERS

- 29.1. Subject to the provisions of the Articles, the Committee Members may regulate their proceedings as they think fit. A Committee Member may, and the Company/ Secretary at the request of a Committee Member shall, call a meeting of the Management Committee. It shall not be necessary to give notice of a meeting to a Committee Member who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. Subject to the provisions of these Articles, each Management Committee Member shall have one vote. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 29.2. The quorum for the transaction of the business of the Management Committee shall be five (5) members present in person with voting rights. Any Committee Member unable to attend a meeting may submit a proxy for the purposes of voting on any item of business of the Management Committee, but shall not be deemed to be present for determining the quorum
- 29.3. The continuing Committee Members or a sole continuing Committee Member may act notwithstanding any vacancies in their number, but, if the number of Committee Members is less than the number fixed as the quorum, the continuing Committee Members or Committee Member may act only for the purpose of filling vacancies or of calling a general meeting.
- 29.4. Unless he is unwilling to do so, the Chairman or in his absence the Vice Chairman shall preside at every meeting of the Management Committee at which they are present. But if there is no person holding either office, or if the person holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Committee Members present may appoint one of their number to be chairman of the meeting.
- 29.5. All acts done by a meeting of the Management Committee, or of a sub-committee of the Management Committee, or by a person acting as a Committee Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Committee Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Committee Member and had been entitled to vote.
- 29.6. A resolution in writing signed by all the Committee Members entitled to receive notice of a meeting of the Management Committee and to attend and vote at it shall be as valid and effectual as if it

had been passed at a meeting of the Management Committee duly convened and held and may consist of several documents in the like form each signed by one or more Committee Members.

- 29.7. The Board is from time to time empowered by subscriptions levy or otherwise to require members to contribute such sums of money to the funds of the Company as may be necessary for the proper conduct of the business of the Company. Such contributions by members may be collected by deducting such contributions from any sums due to members or by whatever other means the Board thinks fit. There shall be added to any sums to be contributed by members, if applicable, value added tax at the appropriate rate.
- 29.8. The Committee Members shall not have any right to appoint any other person to be his alternate or to act on his behalf as a Committee Member.

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

- 30.1. Save as otherwise provided by these Articles, a Management Committee Member shall not vote at a meeting of the Management Committee or of a sub-committee of the Management Committee on any resolution concerning a matter in which they have, directly or indirectly, an interest or which is material and which conflicts or may conflict with the interests of the Company unless their interest or duty arises only because the case falls within one or more of the following paragraphs:
- 30.1.1. the resolution relates to the giving to them of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by them for the benefit of the Company.
 - 30.1.2. the resolution relates to the giving to a third party of a guarantee security, or indemnity in respect of an obligation of the Company for which the Committee Member has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
 - 30.1.3. their interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or by virtue of their being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any debentures by the Company for subscription, purchase or exchange; or
 - 30.1.4. the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by HMRC for taxation purposes.
 - 30.1.5. For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof, not in force when this regulation becomes binding on the Company), connected with a Board or Management Committee Member shall be treated as an interest of that Member.
- 30.2. A Management Committee Member shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.
- 30.3. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Management Committee Member from voting at a meeting of the Management Committee or of a sub-committee of the Management Committee.

30.4. Where proposals are under consideration concerning the appointment of two or more Management Committee Members to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Management Committee Member separately and (provided he is not for another reason precluded from voting) each of the Committee Members concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

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

31. LIFE MEMBERS

The Management Committee may propose such persons as it thinks fit to be Life Members to the Member Clubs at the Annual General Meeting. Such proposals shall be for services to the Company, and who need not be associated with a member Club. Life Members shall have such rights and privileges as the Board shall from time to time prescribe, and are entitled to receive notice of, and attend general meetings but are not entitled to vote thereat.

32. ALTERATIONS TO RULES

No alteration shall be made unless they have been approved by The Football Association. Alterations to Rules shall be approved at an Annual General Meeting of the Company. Proposal for alterations to Rules, together with the name of their proposers and seconders shall be received by the Competition Secretary by 31st January prior to the date fixed for the Annual General Meeting of the company in each year or not later than eight weeks before the holding of a Special General Meeting called for the purpose of amending the rules.

33. MINUTES

The Company shall cause minutes of all meetings to be made in books kept for the purpose of all appointments of officers made by the Board and/or the Management Committee; and of all proceedings at meetings of the Company, and of the Management Committee, and of committees of the Management Committee, including the names of the persons present at each such meeting.

34. ACCOUNTS

34.1. The Company shall comply with the requirements of the Companies Act 2006 as to maintaining a Register of Members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the registrar of Companies and the Commission of Annual Reports, Annual Returns and Annual Statement of Accounts.

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

35. BANK ACCOUNT

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

The Finance Director up to a certain amount determined and agreed by the Board at a duly convened meeting of the Board, and/or

At least two (2) Board Members or two (2) duly authorised signatories by the Board from time to time.

36. NOTICES

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

37. INDEMNITY

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

38. COMPETITION MEMBERS OF OTHER BODIES

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