

Company Number 4116935

**THE COMPANIES ACT 1985
A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
OF
THE NORTHERN PREMIER FOOTBALL LEAGUE LIMITED**



1. The name of the company is "The Northern Premier Football League Limited".
2. The company's registered office is to be situated in England.
3. The objects for which the Company is established are :
 - (A) To acquire and take over as from the 1st day of January 2001 the functions, assets and liabilities of the unincorporated association known as The Northern Premier Football League; to control, administer, manage, supervise, co-ordinate and be responsible for overseeing the activities of The Northern Premier Football League; to draw up and enforce rules to be observed by and for the regulation of the conduct of football clubs forming The Northern Premier Football League from time to time including the conditions for entry and exclusion therefrom.
 - (B) To promote interest in the game of football and to protect and advance the mutual and trade interests of its members; to carry on the business and activities of a sports federation and governing body in all its branches.
 - (C) To encourage the playing of football in a competitive and sportsman like manner and to engage in such connected social or other activities as may be beneficial for the Company, its members or the sport of football.
 - (D) To arrange and hold meetings and competitions periodically for members and to establish playing, ground, facility and general standards for such members.
 - (E) To negotiate, enter into and carry into effect Commercial Agreements as defined in Article 6 of the Articles of Association or to receive any grants, awards, gifts or donations and to discharge the obligations of the Company howsoever thereunder and to procure that its members comply with, observe and discharge any and all obligations contained or referred to in any such Commercial Agreements, and to distribute such monies as it thinks fit by way of prize, bonus or otherwise howsoever to members of the Company or otherwise.
 - (F) To borrow and raise money for the purpose of the Company in such manner and on such security as the Company may think fit.
 - (G) To establish support and administer benevolent funds and trusts for the purpose of providing assistance, financial or otherwise, to present or former players, match officials, club officials, officers or others who have rendered services to The Northern

Premier Football League or to the immediate family of such persons in cases of need and to make disposals and grants of monies from any benevolent fund or trust to such persons from time to time as the Company may deem appropriate.

- (H) To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company, and to solicit, collect, receive and hold funds and property by way of voluntary contributions, subscriptions, levies, gifts and donations (whether of real or personal property) and devises and bequests for any of the purposes of the Company.
- (I) To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- (J) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or structures necessary or convenient for the work of the Company.
- (K) To sell, let, mortgage, improve, develop, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects.
- (L) Subject to Clause 4 hereof, to employ and pay architects, surveyors, solicitors, accountants and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.
- (M) To grant pensions and retirement benefits to or for employees or former employees and to the widows, children and other dependants of deceased employees and to pay or subscribe to funds or schemes for the provision of life assurance, pensions and retirement benefits for employees and former employees their widows, children and other dependants.
- (N) To subscribe to, become a member of, amalgamate or co-operate with or terminate or cease to be in membership of any other league, organisation, institution, society or body or combination thereof (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are those of a governing body of football clubs or are wholly or in part similar to those of the Company; to draw up and enforce rules, to be observed by and for the regulation of the conduct of football clubs comprised therein and to enter into or terminate agreements and arrangements in connection with any of the foregoing.
- (O) To purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the leagues, organisations, institutions, societies or bodies or combination thereof with which the Company is authorised to amalgamate or co-operate.
- (P) To do all or any of the things hereinbefore authorised either alone or in conjunction with

any other league, organisation, institution, society or body with which the Company is authorised to amalgamate or co-operate.

- (Q) To undertake and execute any trusts which may lawfully be undertaken by the Company and may seem to it conducive for the furtherance of the objects of the Company.
- (R) To establish and support or aid in the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.
- (S) To print and publish or procure to be printed and published, and to circulate, or procure to be circulated (whether gratuitously or not) any newspapers, periodicals, magazines, books, pamphlets, literature, notices, leaflets or other documents on subjects which are within the objects of the Company.
- (T) To purchase and apply for, or otherwise acquire and obtain either in the United Kingdom or elsewhere, letters patent, brevets d'invention, copyrights, rights of reproduction, representation, trade marks, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use any invention, copyright material or other matter or thing which may seem capable of being used for any of the purposes of the Company or its members or the acquisition of which may seem calculated directly or indirectly to benefit the Company or its members and to use, exercise or develop or grant licences in respect of, or otherwise turn to account any property and rights so acquired.
- (U) To establish, subsidise, promote or co-operate with, receive into union, become a member of, act as or appoint trustees, agents, or delegates for, control, manage, superintend, lend monetary assistance to, or otherwise assist any association or institute whether incorporated or unincorporated with objects altogether or in part similar to those of the Company.
- (V) To advance, deposit or lend money, securities and property to or with such persons, companies and bodies and on such terms as may seem expedient to the Company.
- (W) To enter into any contract or guarantee or indemnity in respect of the performance or non-performance of any contract or engagement to which any person, company or corporation is a party, whether or not the Company is or is not a party thereto and to subsidise or otherwise assist any person, corporation or company and to guarantee the payment of interest and dividends and repayments of capital in respect of the shares or stock of any corporation or company.
- (X) To draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (Y) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (Z) To do all such other lawful things as are incidental or conducive to the attainment of the above objects of any of them.
- (AA) 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.

- (BB) To enforce, observe, comply with, and procure enforcement, observance and compliance by its members and others with the rules, regulations and practices of the Football Association for the time being in force.
4. Except as hereinafter provided, the income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof (except such income as derives from Commercial Agreements as defined in Article 6 of the Company's Articles of Association or from grants, awards, gifts or donations as the Company may determine to pay as referred to under clause 3 (E) hereof) shall be paid or transferred, directly or indirectly, by way of bonus or otherwise howsoever, to members of the Company PROVIDED that nothing herein shall prevent any payment in good faith by the Company:
- (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
 - (b) of interest on money lent by any member of the Company or of its management committee or other governing body at a reasonable and proper rate;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its management committee or other governing body;
 - (d) to any member of its management committee or other governing body of out-of-pocket expenses; and
 - (e) pursuant to the rules of The Northern Premier Football League from time to time.
5. The liability of the members is limited.
6. 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.
7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all of its debts and liabilities, any property whatsoever, the same shall be given or transferred to some other body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution or winding-up, and if so far as effect cannot be given to such provision, then to some other body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto

(whether or not the body or bodies in question shall be a member or members of the Company) to be similarly determined or in the discretion of the Company to be paid to or distributed equally amongst the members of the Company at the time.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum

Name, Address and description of Subscribers

Kenneth Marsden
"Chelston"
22 Cavendish Drive
Lea
Gainsborough
Lincolnshire DN21 5HY

Witness to the above signature

Keith Francis Brown
"Barncroft"
1 Malvern Gardens
Matlock
Derbyshire DE4 3JH

Witness to the above signature

Company Number 4116935

**THE COMPANIES ACT 1985
A COMPANY LIMITED BY GUARANTEE
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**ARTICLES OF ASSOCIATION
OF
THE NORTHERN PREMIER FOOTBALL LEAGUE LIMITED**

1. PRELIMINARY

The regulations contained in Table C (as prescribed by Section 8 of the Companies Act 1985) in force at the date of adoption of these Articles shall not apply to the Company.

2. INTERPRETATION

2.1 In these regulations :

“Act”

means the Companies Act 1985 (including any statutory modification or re-enactment thereof for the time being in force);

“articles”

means the articles of the Company

“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 Rules

“Commercial Agreement”

Shall mean any agreement or agreements with the Pools Promoters Association where the fixtures to be played by the Clubs may be utilised for commercial exploitation by the Pools Promoters Association for the purposes of Football Clubs and any other agreement or agreements relating to advertising, merchandising and general promotion of each of the Clubs entered into by the Company (but without prejudice to each Member Club's own separate agreements) which have the object of promoting the welfare and general commercial interest and increasing the financial resources of each of the Clubs and the Company.

“Committee Members”

means the Officers of the Competition and such members of the Management Committee for the time being appointed in accordance with Article 19. The chairman and elected members appointed in accordance with Article 19 shall be the directors of the Company for the purposes of the Act;

"the Company"

means The Northern Premier Football League Limited;

"Competition"

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

"Fit and Proper Declaration"

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

"Football Creditor"

means:

- (i) The Football Association;
- (ii) The FA Premier League Limited;
- (iii) The Football League Limited;
- (iv) The Football Conference Limited;
- (v) The Northern Premier Football League Limited;
- (vi) The Southern Football League Limited;
- (vii) The Isthmian Football League Limited;
- (viii) Any member Club of the leagues or organisations listed in (1) to (vii) above;
- (ix) Any full time or part time employee of a member club, or former full time or part time employee of a member club, in respect of sums due to such person by way of arrears of remuneration. This excludes for these purposes all and any claims for redundancy, unfair or wrongful dismissal or other claims arising out of the termination of the contract or in respect of any period after the actual date of termination;
- (x) The Professional Footballers' Association Limited;
- (xi) The Football Foundation;
- (xii) Any County Football Association recognised by the Football Association;
- (xiii) Any other affiliated Clubs and Leagues;
- (xiv) Any pension scheme or plan administered by or on behalf of the Company.

"Insolvency event"

means when:

- (i) A manager, receiver, administrator or administrative receiver is appointed in respect of the Club or any part of its undertaking or assets;
- (ii) An administration order is made in respect of the club;
- (iii) A winding-up order is made in respect of the club;
- (iv) The club enters into any arrangement with its creditors or some part of them in respect of the payment of its debts or part of them as a Company Voluntary Arrangement (under the Insolvency Act 1986) or a Scheme of Arrangement (under the Companies Act 1985).

"Management Committee"

means the Management Committee for the time being of the Company, comprising the Committee Members. The Chairman and elected members appointed in accordance with Article 19 shall be the directors of the Company for the purposes of the Act;

"office"

means the registered office of the Company;

"Officers of the Competition"

means the President, Vice Presidents, Chief Executive, the Chairman, Vice Chairman, League Secretary, Fixture Secretary and Treasurer;

"Rules of the Competition"

means the Rules of The Northern Premier Football League Limited (subject to such amendments as shall from time to time be made or adopted by the Company);

"the United Kingdom"

means Great Britain and Northern Ireland

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

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

3. **MEMBERS**

3.1 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.

3.2 The provisions of section 352 of the Act shall be observed by the Company.

3.2.1. 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 352 of the Act.

3.2.2 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.

3.2.3 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

3.2.4 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.

3.3. Any Club wishing to transfer its membership must obtain the prior approval of the Company and the Football Association, and comply with the provisions of the Rules regarding the transfer of membership. Transfers of membership include:

- (i) Incorporation of a members' club;
- (ii) Transfer of engagements from one limited company to another;
- (iii) Asset purchase by a new corporation from a club in administration;
- (iv) Transfer from one members' club to another.

3.4 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.

4. MEMBERSHIP APPLICATION FORM

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

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

5. RESIGNATION AND REMOVAL OF A MEMBER

5.1 Any Club may resign from membership of the Company at the end of a playing season of the Competition and prior to the annual general meeting next following the end of such playing season provided it has notified the League Secretary of its decision to so resign on or before 31st December in that season. This rule shall not operate so as to preclude promotion or relegation of any Club to another Competition.

5.2 The members in general meeting by a resolution passed by a three quarters' majority of those present and voting may, on the recommendation of the Directors, expel a member from the League. The Directors may suspend such a member from the League pending the general meeting. The notice convening the meeting shall specify 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.

5.3 A member must inform the League Secretary and the Football Association immediately if that member enters into an Insolvency Event.

The Management Committee shall have the power to suspend a member club on

notification of it having entered an Insolvency Event, and may take any further action as allowed by the Rules of the Competition,.

6. COMMERCIAL AGREEMENTS

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

7. GENERAL MEETINGS

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

8. NOTICE OF GENERAL MEETINGS

- 8.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
 - 8.1.1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

- 8.1.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

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

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

9. ANNUAL GENERAL MEETING

- 9.1 The annual general meeting shall be held on the first Saturday in June in each year unless otherwise decided by the Management Committee (provided that no more than 15 months shall elapse between annual general meetings).

- 9.2 The following business shall be transacted at the annual general meeting:

9.2.1 the minutes of the preceding annual general meeting and any other special general meeting having been circulated, will be confirmed and business arising therefrom dealt with;

9.2.2 a report from the President and / or the Chairman;

9.2.3 the adoption of standing orders;

9.2.4 the presentation and adoption of the annual report and annual accounts of the Company;

9.2.5 confirmation of changes to the membership of the Company;

9.2.6 the election of members of the Management Committee and officers;

9.2.7 appointment of auditors;

9.2.8 any alterations to the Rules;

9.2.9 a report by the Chief Executive and / or the League Secretary; and

9.2.10 the consideration of any other business (of which, subject to Article 8.1.1, at least twenty-eight clear days' notice must have been given).

- 9.3 A copy of the annual accounts of the Company and agenda shall be sent to each member with the notice of the annual general meeting.

10. QUORUM AT GENERAL MEETINGS

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

11. CHAIRMAN OF GENERAL MEETINGS

- 11.1 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.
- 11.2 If no Committee Member is willing to act as chairman, or if no such Committee Member is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

12. ADJOURNMENTS OF GENERAL MEETINGS

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

13. VOTING AT GENERAL MEETING

- 13.1 Subject as otherwise provided in these regulations, a resolution put to the vote of a meeting shall be decided on a show of hands, unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- 13.1.1 by the Chairman; or

13.1.2 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)

- 13.2 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and a place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 13.3 Subject as otherwise provided in these regulations, on a show of hands every member who (being an unincorporated association) is present by its nominee or (being a company or body corporate) is present by its duly authorised representative shall have one vote and on a poll every member so present by representative or nominee or present proxy shall have one vote.
- 13.4 Any company or body corporate which is a member may by resolution of its directors or other governing body authorise such person (who shall be a member of the board of directors or management committee of that Club) as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Company or body corporate which he represents as that Club could (to the extent that it is otherwise entitled to do so) exercise if it were an individual member of the Company.
- 13.5 Each member club shall ensure that its representative or nominee attends each general meeting of the Company. The representative or nominee must be a member of the board of directors or management committee of that Club. Any Club failing to be represented at any general meeting of the Company will pay a fine of £100 to the Company, which fine may, however, be remitted or reduced if a satisfactory explanation of such absence be subsequently given to the Management Committee. Each member may, in addition to its duly authorised representative or its duly appointed nominee, have in attendance at all general meetings observers who shall take no part in the proceedings.
- 13.6 On a poll votes may be given either personally or by proxy.
- 13.7 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the form in force at the relevant time (or in a form as near thereto as circumstances allow or in any other form which the Committee Members may approve):
- 13.8
- 13.8.1 The instrument appointing a proxy and any authority under which it is executed shall be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- 13.8.2 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 League Secretary or to any Committee Member.

- 13.9 Only a member who shall have paid every subscription and other sum (if any), which shall be due and payable to the Company in respect of its membership pursuant to the Rules or otherwise shall (to the extent that it is otherwise entitled to do so) be entitled to be present or represented or to vote on any question at any general meeting of the Company.
- 13.10 In the case of an equality of votes, the Chairman shall be entitled to a second or casting vote in addition to any other vote he may have.
- 13.11 A declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 13.12 A Committee Member shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 13.13 No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection in due time shall be referred to the chairman whose decision shall be final and conclusive.

14. RESOLUTIONS OF THE MEMBERS IN WRITING

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

15. THE MANAGEMENT COMMITTEE

The Management Committee shall consist of the President, Vice Presidents, the Chairman, Vice Chairman, Chief Executive, Company Secretary, League Secretary, Fixture Secretary and Treasurer and eleven Club representatives (which may include the Chairman, Vice Chairman, Company Secretary and Treasurer) with at least five Club representatives required to be present in person to form a quorum. The President, Vice Presidents, Chief Executive, League Secretary and Fixture Secretary shall not be directors of the Company and shall not have a vote, except where voting rights are conferred under the terms of Article 23.2. The Company Secretary and the Treasurer if not elected members shall not be directors of the Company and shall not have a vote.

16. POWERS OF MANAGEMENT COMMITTEE

- 16.1 Subject to the provisions of the Act, the Memorandum of Association and the Articles, the business of the Company shall be managed by the Management Committee who may exercise all the powers of the Company and shall enforce the Rules. The Management Committee shall meet as often as is necessary to transact the business 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 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.
- 16.2 The Management Committee shall make and issue decisions in accordance with the Rules as such Rules may be amended or replaced in accordance with Article 26.
- 16.3 The Management Committee 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 his powers.

17. DELEGATION OF MANAGEMENT COMMITTEE'S POWERS

- 17.1 The Management Committee may appoint Sub-Committees, to include the Chairman, Chief Executive, League Secretary and Fixture Secretary 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 Chief Executive, League Secretary or any other officer.
- 17.2 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.
- 17.3 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.
- 17.4 The decisions or recommendations of all such Sub-Committees shall be reported to the Management Committee, and shall be subject to ratification by the Management Committee.

18. OFFICERS OF THE COMPETITION

- 18.1 The Officers of the Competition shall be removed and appointed from time to time by the Committee Members. No Officer of the Competition shall be entitled to vote on any resolution relating to his own removal or appointment or to the removal or appointment of any other Officer of the Competition. Notwithstanding the fact that they may be removed and appointed at any time under the provisions of these Articles, the Chairman and Vice Chairman shall retire at the commencement of the first full meeting of the Management Committee following each annual general meeting of the company, and

the elected members present shall immediately thereafter appoint a new Chairman and Vice Chairman, prior to the transaction of any other business. The retiring Chairman and Vice Chairman shall be eligible for re-appointment, should they be willing to hold Office. Nominations for the Offices of Chairman and Vice Chairman shall require a proposer and seconder from the elected members present. Where more than one nomination is received, the appointments shall be determined by a poll vote.

- 18.2 The Chairman may be selected from the members of the Management Committee appointed under Article 19 or otherwise or the Management Committee may at their discretion elect a life Member to be the Chairman with the power to vote. Any person who is Chairman and also an elected member of the Management Committee appointed under Article 19 shall automatically cease to be Chairman on his ceasing to hold office as an elected member of the Management Committee.
- 18.3 No person shall be eligible for appointment as Vice Chairman unless he is already an elected member of the Management Committee appointed under Article 19. Any person who is Vice Chairman shall automatically cease to be Vice Chairman on his ceasing to hold office as an elected member of the Management Committee.
- 18.4 Each person while he is an Officer of the Competition shall be a member of the Management Committee.
- 18.5 Any person who is a member of the Management Committee by virtue only of being one of the Officers of the Competition shall automatically cease to be a member of the Management Committee on his ceasing to be an Officer of the Competition.
- 18.6 Any person who is an Officer of the Competition shall cease to be the holder of such office:
 - 18.6.1 if he shall resign such office by notice in writing to the Company; or
 - 18.6.2 if he is removed from such office by a resolution of the Company in General Meeting; or
 - 18.6.3 if he is removed from such office by a resolution of the Members.

19. **APPOINTMENT AND RETIREMENT OF COMMITTEE MEMBERS**

- 19.1 With the exception of the President, Vice Presidents, Chairman, Chief Executive, Company Secretary, League Secretary, Fixture Secretary and Treasurer, no person who is not a director of or a member of the board of directors or management committee of a Club in membership of the Competition shall be eligible to hold office as a Committee Member. The Committee Members (with the exception of the Officers of the Competition) shall be such individuals as shall be appointed or re-appointed by ordinary resolution (on a poll vote) of the Company in accordance with this Article 19.
- 19.2 At each annual general meeting one third of the Committee Members (other than the President, Vice Presidents, Chief Executive, League Secretary and Fixture Secretary and, unless they are also elected Management Committee members appointed under this Article 19, the Chairman, Company Secretary and Treasurer) or, if their number is not a

multiple of three, the number nearest to one third, shall retire from office. The President, Chief Executive, League Secretary and Fixture Secretary and, unless they are also elected members of the Management Committee, the Chairman, Company Secretary and Treasurer shall not be subject to retirement by rotation.

- 19.3 The Committee Members to retire by rotation at any annual general meeting shall be those subject to retirement by rotation who have been longest in office since their last appointment or re-appointment. As between persons who became or were last appointed Committee Members on the same day, those to retire shall be determined by lot.
- 19.4 If the Company, at the meeting at which a Committee Member retires, does not fill the vacancy the retiring Committee Member shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Committee Member is put to the meeting and lost.
- 19.5 Subject as hereinafter provided, no person other than a Committee Member retiring shall be appointed or reappointed a Committee Member at any annual general meeting unless he is proposed by a member and seconded by a second member by notice in writing to the League Secretary on or before the 15 May prior to the annual general meeting in question and accompanying such notice is a notice executed by the person proposed stating his willingness to be appointed or reappointed as a Committee Member. If there are fewer than the required number of nominations in accordance with this Article, additional nominations may be made at the annual general meeting and may be voted upon thereat.
- 19.6 Not less than fourteen nor more than twenty-one clear days before the date appointed for holding an annual general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended for appointment or reappointment as a Committee Member at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Committee Member.
- 19.7 The Committee Members may appoint a person who is willing to act to be a Committee Member to fill a vacancy and a Committee Member (other than the President, Vice Presidents, Chief Executive, League Secretary and Fixture Secretary and, if not elected members of the Management Committee, the Company Secretary, Treasurer and the Chairman, who shall not be subject to such appointment) so appointed shall hold office only until the next following annual general meeting when if not reappointed thereat, he shall vacate office.
- 19.8 Subject as aforesaid, a Committee Member who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.
- 19.9 No Club shall have more than one of its representatives with voting powers on the Management Committee.

20. **DISQUALIFICATION AND REMOVAL OF COMMITTEE MEMBERS**

The office of a Committee Member shall (without prejudice to Articles 18.2, 18.3, 18.5 and 18.6) be vacated if:

- 20.1 he ceases to be a Committee Member by virtue of any provision of the Act or he becomes prohibited by law from being a Committee Member; or
- 20.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 20.3 he is, or may be, suffering from mental disorder and either :
 - 20.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1969, or any subsequent enactments; or
 - 20.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 20.4 he resigns his office by notice to the Company; or
- 20.5 he 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 he shall have been absent without permission from more than one half of the meetings of the Management Committee in any period of one year and (in either case) the Management Committee resolves that his office be vacated; or
- 20.6 (if a Committee Member appointed in accordance with Article 19) he ceases to be a director of or a member of the management committee of a Club in membership of the Competition or the Club in question or, in the case of an unincorporated association, the duly appointed nominee of such Club ceases to be a member of the Company; or
- 20.7 he is removed from office under Section 303 of the Act;
- 20.8 if a Committee Member only by virtue of being an Officer of the Competition he ceases to be an Officer of the Competition;
- 20.9 he is suspended by the Football Association; or
- 20.10 the other members of the Management Committee unanimously resolve that his office be vacated.

21. **EXPENSES**

A Committee Member and any Sub-Committee member may be paid all reasonable expenses properly incurred by him in connection with the discharge of his duties.

22. COMMITTEE MEMBERS' APPOINTMENTS AND INTERESTS

- 22.1 Subject to the provisions of the Act and to the memorandum of association, the Management Committee may appoint one or more of its number to any executive office and may enter into an agreement or arrangement with any Committee Member for his employment by the Company. Any such appointment, agreement or arrangement, may be made upon such terms as the Management Committee determine and they may remunerate any such Committee Member for his 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.
- 22.2 Subject to Article 24.1 and to the provisions of the Act and to the memorandum of association and provided that he has disclosed to the Management Committee the nature and extent of any material interest of his, a Committee Member notwithstanding his office:
- 22.2.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 22.2.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- 22.2.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives 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.
- 22.3 For the purpose of Article 22.2 :
- 22.3.1 a general notice given to the Management Committee that a Committee Member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Committee Member has an interest in any such transaction of the nature and extent so specified; and
- 22.3.2 all interest of which a Committee Member has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

23. PROCEEDINGS OF THE COMMITTEE MEMBERS

- 23.1 Subject to the provisions of the Articles, the Committee Members may regulate their proceedings as they think fit. A Committee Member may, and the League 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 Committee Member other than the President, Vice Presidents, Chief Executive, League Secretary, Fixture Secretary, Company Secretary if not an elected member, and Treasurer if not an elected member, shall have one vote. The President, Vice Presidents, Chief Executive, League Secretary and Fixture Secretary shall not have any vote at proceedings of the Committee, except where voting rights are conferred under the terms of Article 23.2. In the case of an equality of votes, the Chairman shall have a second or casting vote.

- 23.2 The quorum for the transaction of the business of the Management Committee shall be five members present on person with voting rights. Any Committee Member unable to attend a meeting may submit a proxy for the purposes of voting on any item of business of the Management Committee, but shall not be deemed to be present for determining the quorum. If in exceptional circumstances, due to the unavailability of one or more Committee Members or as a result of one or more Committee Members having an interest in the proceedings and being unable to participate in accordance with Article 24.2, the quorum for transaction of any business of the Management Committee cannot be attained, the Management Committee may grant voting rights to one or more of the President, Vice Presidents or Life Members present in person in order that a quorum may be formed for the purpose of transacting the business so affected. Voting rights may only be granted to sufficient such persons as are required to determine a quorum. If the total number of the President, Vice Presidents and Life Members present in these circumstances is more than is required to determine a quorum, then the persons required to enable the quorum to be attained shall be determined by the drawing of lots. The voting rights so granted shall apply only to the business for which a quorum cannot be determined, and shall be withdrawn on the conclusion of such business. This power should not be exercised by the Management Committee in circumstances where the business could be deferred and transacted at a future meeting of the Committee when a quorum could be determined from the members with voting rights and where the Company, its business and its Competitions would not be adversely affected by such deferment.
- 23.3 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.
- 23.4 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 he is 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.
- 23.5 All acts done by a meeting of the Management Committee, or of a 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.

23.6 A resolution in writing signed by all the Committee Members entitled to receive notice of a meeting of the Management Committee and to attend and vote as it shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held and may consist of several documents in the like form each signed by one or more Committee Members.

23.7 The Management Committee is from time to time empowered by subscriptions levy or otherwise to require members to contribute such sums of money to the funds of the Company as may be necessary for the proper conduct of the business of the Company. Such contributions by members may be collected by deducting such contributions from any sums due to members or by whatever other means the Management Committee thinks fit. There shall be added to any sums to be contributed by members, if applicable, value added tax at the appropriate rate.

23.8 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.

24. **VOTES OF COMMITTEE MEMBERS WITH AN INTEREST IN THE PROCEEDINGS**

24.1 Save as otherwise provided by these Articles, a Committee Member shall not vote at a meeting of the Management Committee or of a committee of the Management Committee on any resolution concerning a matter in which he has, directly or indirectly, an interest or which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:

24.1.1 the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of the Company;

24.1.2 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;

24.1.3 his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or by virtue of his 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

24.1.4 the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Inland Revenue for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof, not in force when this regulation

becomes binding on the Company), connected with a Committee Member shall be treated as an interest of the Committee Member.

- 24.2 A Committee Member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 24.3 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 Committee Member from voting at a meeting of the Management Committee or of a committee of the Management Committee.
- 24.4 Where proposals are under consideration concerning the appointment of two or more 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 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.
- 24.5 If a question arises at a meeting of the Management Committee or of a committee of the Management Committee as to the right of a 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.

25. LIFE MEMBERS AND VICE PRESIDENTS

The Management Committee may elect and remove Life Members and up to 3 Vice Presidents for services to the Company, who need not be associated with a member Club. Any such appointment is honorary only and confers no powers on the appointee, except where voting rights are conferred under the terms of Article 23.2.

26. ALTERATIONS TO RULES

- 26.1 The activities of the Competition shall be administered by the Company in accordance with the Rules to which all Clubs shall adhere.
- 26.2 The Company may by special resolution passed at an annual general meeting or at an extraordinary general meeting specially called for the purpose amend or replace any or all of the Rules. No alteration of the Rules may be made otherwise than by way of a special resolution and shall be subject to approval in accordance with Sub-Article 26.5.
- 26.3 Notice of proposed amendments to Rules (other than those approved by the Management Committee) to be considered at an annual general meeting shall be submitted in writing to the League Secretary not later than 56 days prior to the date fixed for the annual general meeting and must be proposed by a member and seconded by a second member.
- 26.4 Notice of the proposals for amendment of the Rules, together with any proposals by the Management Committee shall be circulated with the notice of the Meeting at least twenty-one clear days before the date of the general meeting.

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

27. MINUTES

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

- 27.1 of all appointments of officers made by the Management Committee; and
- 27.2 of all proceedings at meetings of the Company, and of the Management Committee, and of committees of the Management Committee, including the names of the persons present at each such meeting.

28. ACCOUNTS

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

29. NOTICES

- 29.1 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.
- 29.2 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. 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 to him shall be entitled to have notices given to him at that address, but otherwise no such person shall be entitled to receive any notice from the Company.
- 29.3 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.
- 29.4 Proof that an 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 envelope containing it was posted.

30. INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a Committee Member may otherwise be entitled, every Committee Member or auditor of the Company shall be indemnified out of the assets of the Company against all liability incurred by him in defending any proceedings, whether civil or criminal, in which

judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

31. **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.

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