

7779



Memorandum of Association

THE FOOTBALL ASSOCIATION LIMITED

The Companies Acts, 1862 to 1989

1. The name of the company is "THE FOOTBALL ASSOCIATION LIMITED" (known as "The Association" in this Memorandum).
2. The Registered Office of The Association will be situate in England.
3. The objects for which the Association is established are:-
 - (1) to acquire and undertake the properties and liabilities and to effectuate and carry into execution the powers, obligations, duties, and general objects of the present Football Association;
 - (2) to promote the game of Association Football in every way in which The Association or the Council of The Association shall think proper, and to take all such steps as shall be deemed necessary or advisable for preventing infringements of the Rules of The Association and Laws of the Game, or other improper methods or practices in such game, and for protecting it from abuses;
 - (3) to make, adopt, vary, and publish Rules, Regulations, Bye-Laws and Conditions for the regulation of the said game or otherwise, and to take all such steps as shall be deemed necessary or advisable for enforcing such Rules, Regulations, Bye-Laws and Conditions;
 - (4) to maintain, continue, or provide for the affiliation of Associations and Clubs for promoting or playing Association Football, and to take over and continue the present Register of such Associations and Clubs as kept by The Football Association;
 - (5) to maintain, continue, or provide for the registration of Association Football Players and to take over and continue the present Registers of such Players as kept by The Football Association;
 - (6) to take over and continue with such variations as from time to time may be decided, either by The Association or the Council, all the Rules, Registers, Books, Accounts and other documents of The Football Association;
 - (7) to promote, provide for, regulate and manage in all or any of the required details or arrangements, including any arrangements for the benefit of Associations or Clubs, Football Competitions, Contests and Matches, International or otherwise, and in England or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to the comfort, conduct, conveyance, convenience or benefit of players

and of the Public, or of any other persons concerned or engaged in such Competitions, Contests or Matches;

- (8) to accept, take over, or otherwise acquire all such Cups, Shields and other Prizes as may be approved by the Council, and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution or loan of or other dealing with all or any such Cups, Shields, or Prizes as aforesaid;
- (9) to provide for representation at the General Meetings, and on the Council, of Affiliated Associations and Clubs by the issue and transfer of shares in the Capital of The Association, or by such other means and in such manner as shall be determined from time to time by the Rules, Regulations or Bye-Laws of the Association;
- (10) to provide for, make and vary all such Rules, Regulations, and Bye-Laws as to Amateur and Professional Players as The Association or Council shall from time to time determine;
- (11) to provide by Rules, Regulations, and Bye-laws, or otherwise, for deciding and settling all differences that may arise between Football Associations, Clubs, or Players, or any persons who are Members of or alleged to be Members of or are employed or engaged by any such Associations or Clubs, or any other persons in reference to due compliance with the Laws of the Game, or the Rules, Regulations, or Bye-Laws of The Association, or in reference to contracts, or to any other matter of dispute or difference arising between such Associations, Clubs, or persons, or any of them, and whether this Association is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as The Association shall deem proper;
- (12) to co-operate with or assist any Football Association or Club in any way which The Association shall think proper, and to enter into or adopt any agreement or arrangement with such Association or Club;
- (13) to co-operate with the International Football Association Board in all matters relating to International or other Competitions, or otherwise relating to the Game of Football or the Rules or Regulations affecting the same;
- (14) to adopt and carry out all such Rules and Regulations, Bye-Laws, Agreements and Arrangements of The Football Association as are now in existence, and to comply with or to enforce the due compliance with the same unless and until the same shall have been duly varied in accordance with the terms thereof, or with the Regulations for the time being of The Association;

- (15) to acquire, lay out, improve, hold, use, or turn to account in any way Football Grounds or other Athletic Grounds, with all such Pavilions, Buildings, Erections and Easements, and with all necessary fittings and accessories as is deemed advisable;
- (16) to promote, support, or assist in all or any such athletic contests or sports for which any property of The Association may be available, or which may be determined on or approved;
- (17) to act as Trustees for any Association or Clubs, and as such Trustees to hold any real or personal property upon such trusts and with and subject to such powers and provisions as shall be approved;
- (18) to subscribe out of the funds of The Association to any such Fund, Club, or Institution, charitable or otherwise and in such manner as is deemed advisable;
- (19) to amalgamate, or co-operate with any Association, Club, or Body having all or any of their objects similar to any of the objects of The Association;
- (20) to carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to the Council directly or indirectly to advance the interests of The Association;
- (21) to carry on any other trade or business whatever which, in the opinion of the Council, can be advantageously carried on in connection with or ancillary to any of the above mentioned businesses or is calculated directly or indirectly to advance the interests of The Association;
- (22) to enter into such commercial or other transactions in connection with any trade or business of The Association as may seem desirable for the purpose of The Association's affairs;
- (23) to apply for, purchase or otherwise acquire, protect, maintain and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired;
- (24) to invest and deal with the moneys of The Association not immediately required in any manner and hold and deal with any investment so made;
- (25) (a) to take over, set aside, or provide for a Benevolent Fund;

- (b) to pay, or to provide, or to make such arrangements for providing, gratuities, annuities, pensions, benefits, share option and acquisition schemes, loans, compensations or other awards or benefits, in money or otherwise, and other matters;
 - (c) to establish, support, subsidise, subscribe to or make grants to any Institution, Association, Club, Scheme, Fund or Trust, whether to or for the benefit of present or past members of the Council of The Association or for the benefit of past or present employees of The Association or its predecessors in business or of any company which is a subsidiary company of The Association or is allied to or associated with The Association or with any such subsidiary company, or any Affiliated Association, Division or Full or Associate Member Club or for the benefit of players or former players of Association Football or others who have in the opinion of the Council rendered service to the Game of Football, or to or for the benefit of persons who are or were related to or connected with or dependants of any such persons as may seem deserving of such assistance or for the benefit of any Affiliated Association, Division, or Full or Associate Member Club or as may seem to be appropriate;
- (26) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments;
 - (27) to act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co operation, joint venture or otherwise) with other persons or companies as may seem to the Council to advance the interests of The Association and to vest any property of The Association in any person or company on behalf of The Association and with or without any declaration of trust in favour of The Association;
 - (28) to apply for, promote and obtain any Act of Parliament, Charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling The Association to carry any of its objects into effect or for extending any of the powers of The Association or for effecting any modification of the constitution of The Association or for any other purpose which may seem to the Council to be expedient, and to oppose any proceedings or applications which may seem

calculated directly or indirectly to prejudice the interests of The Association;

- (29) to sell, lease, dispose of, grant rights over or otherwise deal with the undertaking, property or assets of The Association or any part thereof on such terms as maybe decided;
- (30) to pay for any rights or property acquired by The Association and to remunerate any person or company whether by cash payment or by any other method thought fit;
- (31) to establish or promote companies and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, hold, dispose of and deal with, and guarantee the payment of interest, dividends and capital on, all or any of the shares, debentures, debenture stock or other securities or obligations of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue upon such terms as maybe decided;
- (32) to co-ordinate, finance and manage all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of The Association and generally to carry on the business of a holding company;
- (33) to carry on through any subsidiary or associated company any activities which The Association is authorised to carry on and to make any arrangements whatsoever with such company (including any arrangements for taking the profits or bearing the losses of any such activities) as thought fit;
- (34) to raise or borrow money in such manner as thought fit and to receive deposits and to mortgage, charge, pledge or give liens or other security over the whole or any part of The Association's undertaking, property and assets (whether present or future), including its uncalled capital, for such purposes and in such circumstances and upon such terms and conditions as thought fit;
- (35) to lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms and conditions thought fit;
- (36) to contribute to or support any public, general, political, charitable, benevolent or useful object, which it may seem to the Council to be in the interests of The Association or its members to contribute to or support;
- (37) to do all or any of the above things in any part of the world whether as principals or agents or trustees or otherwise and either alone or

jointly with others and either by or through agents, subcontractors, trustees or otherwise;

(38) to do all such other things as may be considered by the Council to further the interests of The Association or to be incidental or conducive to the attainment of the above objects or any of them. And it is hereby declared that

- (a) the objects set forth in each sub clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and
- (b) the word "company" in this clause, except where used in reference to The Association, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and
- (c) except where the context expressly so requires none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this clause, or the objects in such other paragraph specified, or the powers thereby conferred,
- (d) terms defined in the Articles of Association shall have the same meanings when used in this clause.

4. The liability of the members is limited.

5. The authorised share capital of The Association is £101 represented by 2000 shares of 5p each and one Special Rights Preference Share of £1.

WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Numbers shares taken by each subscriber
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Dated the day of , 20 .

Witness to the above signatures:-

The Companies Act 1985

**ARTICLES OF ASSOCIATION OF
THE FOOTBALL ASSOCIATION LIMITED**

Company Number: 77797

(Adopted by special resolution passed on 5 May 2005)

Exclusion of Table A

1. The provisions of Table A of the Companies Act 1985 shall not apply to the Company. The following shall be the Articles of Association of the Company.

Interpretation

2. In these Articles, except where the subject or context otherwise requires:

- (a) **the Act** means the Companies Act 1985 including any modification or re-enactment thereof for the time being in force;
- (b) **Affiliated Association** means an association accorded the status of an Affiliated Association under the Rules (which shall include County Associations, as shall be determined by the Council from time to time and Other Affiliated Associations as defined in Article 109);
- (c) **Articles** means these articles of association as altered from time to time by special resolution (and Article shall be interpreted accordingly);
- (d) **The Association** means the Company
- (e) **auditors** means the auditors for the time being of the Company;
- (f) **Board** means the board of directors of the Company appointed in accordance with these Articles;
- (g) **Chairman** means the Chairman of The Association from time to time appointed by the Council in accordance with these Articles;
- (h) **Chief Executive** means a person appointed to the executive office of Chief Executive;
- (i) **clear days** means the period excluding the day when a notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- (j) **the Company** means The Football Association Limited;
- (k) **Council** means the Council of The Football Association for the time being constituted in accordance with these Articles and Member of (the) Council shall be any person for the time being appointed to and serving on the Council;

- (l) **Director** means a director of the Company who shall be a member of the Board;
- (m) **Divisions** means ten groupings of Full Member Clubs on a regional basis which shall be determined by the Council from time to time;
- (n) **FIFA** means the Fédération Internationale de Football Association or any successor body;
- (o) **football** means association football played in accordance with the Laws of the Game as settled and in force from time to time by the International Football Association Board and FIFA;
- (p) **football club** means a club playing football and recognised as such by the Council pursuant to the Rules;
- (q) **Full Member Club** means a football club accorded the status of a Full Member Club pursuant to the Rules;
- (r) **holder** in relation to any shares, means the person whose name is entered in the register as the holder of such shares (subject always to Article 14);
- (s) **Nominee** means a natural person appointed as a nominee pursuant to Article 14;
- (t) **Rules** means the provisions for the regulation of football matters known as the "Rules of the Football Association" as applicable from time to time and any regulations, standing orders, decisions, rulings, findings, penalties or orders of any nature made pursuant to the Rules;
- (u) **Shareholder** means a holder of a share in the Company;
- (v) **Secretary** means the secretary of the Company and includes a joint, assistant, deputy or temporary secretary and any other person appointed to perform the duties of the secretary;
- (w) **share** means a share of 5p in the capital of the Company and share capital shall be construed accordingly;
- (x) **Special Share** means the one special rights preference share of £1 as set out in Articles 6 and 35;
- (y) **UEFA** means the Union of European Football Associations or any successor body.

3. References to a document being executed include references to its being executed under hand or under seal or by any other method.

References to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form.

Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however

incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

Words or expressions contained in these Articles which are not defined in Article 2 but are defined in the Act have, if not inconsistent with the subject or context, the same meaning as in the Act (but excluding any statutory modification thereof not in force at the date of adoption of these Articles).

Subject to the preceding paragraph, references to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force.

4. Headings are inserted for convenience only and do not affect the construction of these Articles.
5. In these Articles,
 - (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given thereto;
 - (b) the word Board in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more Directors, any Director holding executive office, manager or agent of the Company to which or, as the case may be, to whom the power in question has been delegated by the Board;
 - (c) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and
 - (d) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power.

Share Capital and Ownership

6. The authorised share capital of the Company is £101 divided into 2,000 ordinary shares of five pence each and the Special Share.
7. No part of the said share capital shall be called or paid up without the prior approval of the Company in general meeting.
8. No share shall entitle the holder thereof to any payment in respect of paid-up capital (if any), dividend, bonus, profit, or otherwise. No share shall be sub-divided. No share shall be consolidated. No bonus issue shall be made nor shall any capital dividend be paid.
9. No invitation to the public to subscribe for shares in the said share capital shall be issued.

10. In accordance with section 91(1) of the Act, section 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
11. All unissued shares for the time being in the capital of the Company shall be under the control of the Board who shall have the power to allot or otherwise dispose of them only to such persons and only in such manner as provided in these Articles.
12. Shares may only be allotted or (to the extent that a transfer is permitted from an existing Shareholder) transferred to the following:
 - (a) The Football Association Premier League Limited;
 - (b) The Football League Limited;
 - (c) a Member of Council;
 - (d) a Full Member Club;
 - (e) an Affiliated Association;
 - (f) the Secretary.
13. The entitlement to shares in the capital of the Company shall be as follows:
 - (a) each Member of Council shall be entitled to one share only;
 - (b) each County Association shall be entitled to one share if there are fifty football clubs or less in membership of such County Association; to two shares if there are more than fifty football clubs and not more than one hundred football clubs in such County Association; to one additional share for every fifty football clubs or less in such County Association above the first one hundred football clubs; Notwithstanding any other provision in these Articles, the Board shall be entitled to determine what shall or shall not qualify as a football club in membership of a County Association for the purposes of this provision;
 - (c) each Full Member Club shall be entitled to one share only;
 - (d) The Football Association Premier League Limited and The Football League Limited shall each be entitled to one share only;
 - (e) the Secretary (who shall be entitled in accordance with Article 15).
14. Where any body identified in Article 12 is not a legal entity entitled to hold shares in its own name, a Nominee or Nominees shall be appointed to hold the share or shares to which the relevant body is entitled for and on behalf of all persons combining to form the relevant body provided that such Nominee is a member of such body. For the purposes of this Article, any issue as to whether an individual is or is not entitled to hold a share or shares as Nominee shall be determined finally by the Board. The Company shall register any such share or shares in the name of the body identified in Article 12. A County Association may appoint a Nominee or

Nominees under the terms of this Article to hold a share or shares to which it is entitled notwithstanding that it is a legal entity.

15. The Secretary may be registered as the holder of any number of shares in the Company which may be transferred to the Secretary by or on behalf of Shareholders in accordance with the Articles, but the Secretary shall not in respect of such shares be permitted to vote at any general meeting of the Company, either personally or by proxy, or to be reckoned in a quorum, or to exercise any right or privilege as a Shareholder in relation to general meetings. The Secretary shall, upon retiring from the office of Secretary, execute a transfer of all the shares of which the Secretary is then registered as holder in favour of the succeeding Secretary.

Share Certificates

16. Every Shareholder (but in the case of a Nominee only the body on whose behalf any share is held), upon becoming entitled to be the holder of any share, shall be entitled, without payment, to call for one certificate for the share(s) held.
17. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity (with or without security) and payment of any exceptional out-of-pocket expenses reasonably incurred by the Company in investigating evidence and preparing the requisite form of indemnity as the Board may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

Suspension of Rights

18. Where any person or body referred to in Article 12;
 - (a) makes any voluntary arrangement with its creditors or becomes subject to an administration order, has a receiver appointed over any of its property or assets or the property or assets of any company within its group or when any other encumbrance is appointed in respect of all or some part of its assets or the assets of any member of its group; or
 - (b) has not paid any subscription, fee, fine or other sum due to the Company in accordance with these Articles or the Rules, the sanction for which is suspension, and is pursuant thereto the subject of a decision by the Board that it be suspended; such person or body shall not in respect of any share held by or for it be entitled, until such time as the circumstances set out in paragraphs (a) and/or (b) above have ceased to apply in respect of such, to attend or vote at any general meeting of the Company or to exercise any other right conferred by holding a share in relation to any such meeting or to be entitled to or exercise any right of any nature conferred by the Company with regard to the holding of a share.

Forfeiture and Surrender

19. The following shall not be entitled to be nor shall continue to be a Shareholder:
- (a) any person who is, or may be, suffering from mental disorder and either:
 - (i) 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 1960; or
 - (ii) 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.
 - (b) any person or body who is not specified as being entitled to hold a share pursuant to Article 13 or ceases to be so entitled (which in the case of a natural person shall include death);
 - (c) any person who is unable to pay their debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or any person who is the subject of winding up or dissolution order;
 - (d) any person who holds a share as a Nominee and that person has ceased to be a member of the body in respect of which he is a Nominee, or the relevant organisation appoints a new Nominee (and the Company shall be entitled to accept as determinative notice to that effect from the relevant body) and any share held by such persons shall be deemed to be forfeited at the time at which any of the above events occurs.
20. The Company shall have the power by passing a resolution at a meeting to determine that any Shareholder (including a Nominee) of the Company shall cease to be a Shareholder. Such resolution shall be carried if supported by 75% or more of those present and voting at the meeting. Such resolution shall take effect as from the conclusion of such meeting, or from such subsequent time as the said resolution may prescribe, and any share(s) held by any person subject to such resolution shall be forfeited by such person at the time the resolution takes effect.
21. Subject to the provisions of the Act, a forfeited share shall be deemed to belong to the Company and may be cancelled, re-allotted or otherwise disposed of on such terms and in such manner as the Board determines. Where for the purposes of its re-allotment or disposal a forfeited share is to be transferred to any person the Board may authorise the Secretary to execute an instrument of transfer of the share to that person. The Company may register the transferee as holder of the share and an instrument of transfer so executed shall be effective as if it had been

executed by the holder of the forfeited share and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto.

22. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation any certificate for the share(s) forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares or otherwise.
23. Any person whose share(s) is/are forfeited under these Articles shall not in respect of the relevant share(s) from the time it is/they are deemed forfeited be entitled to attend or vote at any general meeting of the Company or to exercise any other right conferred by ownership of a share in relation to any such meeting.
24. Without prejudice to the provisions of any other Article, the forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Act given or imposed in the case of past Shareholders.
25. The Board may accept the surrender of any share. A surrendered share shall be treated as if it had been forfeited.
26. A statutory declaration by a Director or the Secretary that a share has been duly forfeited or surrendered on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share. Title to the share shall not be affected by any irregularity in, or validity of, the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

Transfer of Shares

27. The instrument of transfer of a share may be in any usual form or in any other form which the Board may approve. An instrument of transfer need not be under seal.
28. The Board may, in its absolute discretion and without giving any reason, refuse to register the transfer of a share (whether or not such share is fully paid).
29. If the Board refuses to register the transfer, it shall within two months after the date on which the instrument of transfer was lodged with the Company send to the transferee notice of the refusal.

30. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Board may determine.
31. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
32. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuses to register shall be returned to the person lodging it when notice of the refusal is given.

Alteration of Share Capital

33. The Company may by ordinary resolution:
 - (a) increase its share capital by such sum to be divided into shares of such amount as the resolution prescribes; and
 - (b) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of shares so cancelled.
34. Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

The Special Share

35.
 - (a) The Special Share may only be issued to, held by and transferred to The FA Premier League Limited and The Football League Limited jointly ("the Special Shareholder").
 - (b) Notwithstanding any provision in the Articles to the contrary, each of the following amendments to these Articles (including removal, or any ratification of any breach) shall be deemed to be a variation of the rights attaching to the Special Share and shall accordingly be effective only with the joint consent in writing of The FA Premier League Limited and The Football League Limited as the Special Shareholder and without such consent shall not be done or caused to be done -
 - (i) the definition of "Special Share" or "Special Shareholder"
 - (ii) this Article 35
 - (iii) Articles 74–104 (relating to Directors)
 - (iv) Article 130 (relating to winding up)
 - (v) Article 6 (relating to Share Capital)
 - (vi) Article 131–134 (relating to the procedures for determining the Rules)

- (vii) Articles 107–115 (relating to the Council).
- (c) The Special Shareholder shall have no right to vote at a general meeting by virtue of being the holder of the Special Share.
- (d) The Special Share shall confer no right to participate in the capital nor the profits of the Company.

General Meetings

- 36. All general meetings of the Company other than annual general meetings shall be called extraordinary general meetings.
- 37. The Board shall convene and the Company shall hold annual general meetings in accordance with the requirements of the Act.
- 38. Subject to the provisions of Article 37, the Board may call general meetings whenever and at such times and places as it shall determine and, on the requisition of Shareholders pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting in accordance with the requirements of the Act.
- 39. Upon the Board determining the date of the annual general meeting, not less than eighty days' preliminary notice shall be given to Members of Council, Affiliated Associations, The FA Premier League and The Football League and the Full Member Clubs of the date so determined and in deciding the date of such meeting the Board shall have regard to this requirement. Such preliminary notice shall also state the dates by which the notices referred to in Article 40 shall be given.

Business – Proposals and Amendments

- 40. Notice of any proposed business (other than that proposed by the Board) to be submitted at the annual general meeting shall be given to the Secretary, signed by the proposer and seconder who shall both be Shareholders, not later than sixty days prior to the date fixed for the annual general meeting in each year, and a statement of the general nature of such business, together with the names of the proposer and seconder, shall be sent by the Secretary to Members of Council, Affiliated Associations, The FA Premier League and The Football League and the Full Member Clubs not later than fifty-two days prior to the date so fixed. Notice of any proposal to amend the business proposed to be submitted shall be given to the Secretary, signed by the proposer and the seconder of the proposal to amend who shall both be Shareholders, not later than thirty-seven days prior to the date so fixed together with a statement of the general nature of the proposal to amend. At any time prior to the sending of the notice of any annual general meeting any proposed business or any proposed amendments thereto may be withdrawn by notice in writing to the Secretary.

In the case of extraordinary general meetings, where it is proposed by the Board (with the approval of the Council as set out in Article 132(b)) to

amend the Rules, not less than fifty-two days' preliminary notification of the nature of the proposal and the date of the meeting shall be given by the Secretary to Members of Council, Affiliated Associations, The FA Premier League, The Football League and the Full Member Clubs, and notice of any proposed amendment to the proposal shall be given to the Secretary not less than thirty seven days prior to the date fixed for the Extraordinary General Meeting.

41. The Board shall be entitled to propose such business to a general meeting as it considers appropriate, including any amendment to these Articles or to the Memorandum of Association or to the Rules (provided that any proposal to amend the Rules must have the approval of the Council as set out in Article 132(b)).

Notice of General Meetings

42. An annual general meeting and an extraordinary general meeting shall be called by at least twenty-one clear days' notice.
43. Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the Shareholders, to each of the Directors, to the auditors for the time being of the Company and if required under the Act, the former auditors of the Company.
44. The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of such special business. All business shall be deemed special that is transacted at an extraordinary general meeting (any such business may include any proposed amendment by the Board to the Rules provided that any proposal to amend the Rules must have the approval of Council as set out in Article 132(b)), and also all business that is transacted at an annual general meeting with the exception of:-
 - (a) the consideration and adoption of the accounts and balance sheet and the reports of the Directors and auditors and other documents required to be annexed to the accounts;
 - (b) the appointment of auditors where special notice of the resolution for such appointment is not required by the Act;
 - (c) any proposed alteration in the Rules approved or recommended by the Board.

The notice shall, in the case of an annual general meeting, specify the meeting as such, and, in the case of a meeting to pass a special or extraordinary resolution, specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be.

45. The notice shall state with reasonable prominence that a Shareholder entitled to attend and vote at the meeting being called is entitled to appoint a proxy to attend and vote instead of him, and that a proxy need not also be a Shareholder.

46. The accidental omission to give notice of a meeting to any person entitled to receive the same, or the non-receipt of a notice of meeting by any such person, shall not invalidate the proceedings at that meeting. Notice of a general meeting shall be deemed to have been given to any Nominee if sent to a business address of the body set out under Article 12 entitled to the share and on whose behalf the Nominee has been appointed as Nominee under Article 14.

Proceedings at General Meetings

47. No business shall be transacted at any general meeting unless a quorum is present, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting, which shall not be treated as part of the business of the meeting. Ten or more Shareholders entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation, shall be a quorum.
48. If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of Shareholders, shall be dissolved, and in any other case shall stand adjourned to such time and place as the chairman of the meeting may determine.
49. If at the adjourned meeting there are less than ten Shareholders present, they shall have power to decide on all matters which might have been disposed of at the meeting from which the adjournment took place if a quorum had been present thereat provided that at least three days' notice has been given to the Shareholders of such adjournment in order to enable special business to be transacted thereat by less than a quorum.
50. The Chairman of The Association or in his absence any other Director nominated by the Board shall preside as chairman at a general meeting.
51. If at any meeting neither the Chairman of The Association nor such other nominated Director (if any) is present within fifteen minutes after the time appointed for holding the meeting the Shareholders present and entitled to vote shall choose one of their number to be chairman of the meeting.
52. The chairman of the meeting may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
53. The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without setting a time or to another time or place where it appears to him that:

- (a) the Shareholders wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or
 - (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
 - (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 54. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special or extraordinary resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.
- 55. 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 by:
 - (a) the chairman of the meeting; or
 - (b) not less than five Shareholders present personally or by proxy having the right to vote at the meeting; or
 - (c) by Shareholders, present personally or by proxy, representing not less than one tenth of the total voting rights of all the Shareholders entitled to vote at the meeting.
- 56. Unless a poll is duly demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by any particular majority or lost or not carried by a particular majority, and an entry to that effect made in the minutes of the proceedings 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 such resolution.
- 57. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of any show of hands declared before any demand was made.
- 58. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
- 59. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll on any other matter shall be taken in such manner and either forthwith, or at such time

after the date of the meeting, as may be determined by the chairman of the meeting and the result of such poll shall be deemed to be the resolution of the Company in general meeting. Without prejudice to the power of the chairman of the meeting to take a poll in such manner as may be determined, a poll may be taken by the display of voting cards sent or provided to Shareholders or holders of proxy votes for such purpose; and, in such event, a voting card shall be issued to each Shareholder present in person in respect of the vote and a separate voting card shall be issued to each proxy in respect of the number of votes exercisable by the person as proxy. A scrutineer or scrutineers (who need not be Shareholders) shall be appointed by the chairman of the meeting and the result of the voting thereby ascertained shall be deemed the resolution of the meeting on the subject in question.

60. A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
61. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
62. Where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective and where for any purpose an extraordinary resolution is required a special resolution shall also be effective.

Votes of Shareholders

63. Subject to any rights or restrictions attached to any shares, on a show of hands each Shareholder who is present in person or by proxy shall have one vote and on a poll each Shareholder present in person or by proxy shall have one vote for every share of which he is the holder.
64. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
65. On a poll votes may be given either personally or by proxy. A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
66. If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case, unless the chairman of the meeting shall

then and there decide that the error is of sufficient magnitude to affect such resolution or thing passed or done.

Proxies and Corporate Representatives

67. A proxy need not be a Shareholder.
68. The instrument appointing a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"The Football Association Limited

I/We,, of being a shareholder of the above-named company, hereby appoint the chairman of the meeting/..... *[1] of or failing that person, of as proxy to attend and vote on my/our behalf at the annual/ extraordinary general meeting of the company to be held on, and at any adjournment thereof.

Signed Dated.....

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

Resolution No.1 *for*against [2]

Resolution No.2 *for*against.

**Strike out to indicate choice [1] between chairman or a different named person [2] as to whether to vote for or against on a particular resolution.*

Unless otherwise instructed, the proxy may vote as is thought fit or abstain from voting."

69. Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person at the meeting or poll concerned, in which case any proxy shall be invalid.
70. The instrument appointing a proxy and any power of attorney or other written authority under which it is executed or an office or notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of such power or written authority shall:
- (a) be deposited at the registered office of the Company 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; or
 - (b) in the case of a poll taken more than forty eight hours after it is demanded, be deposited as aforesaid after the poll has been

demanded and not less than twenty four hours before the time appointed for the taking of the poll; or

- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman of the meeting or to the Secretary or to any Director; and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid. No instrument of proxy shall be valid after the expiration of two months from the date stated in it as the date of its execution. When two or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting, the one which was delivered last (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was delivered last, none of them shall be treated as valid in respect of that share.
- 71. The instrument of proxy shall, unless the contrary is stated in it, be deemed to confer authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which the proxy is given and on any resolution put to the meeting, whether or not notice of such resolution was given in the notice of meeting. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
 - 72. Any corporation or corporation sole which is a Shareholder of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any separate meeting of the holders of any class of shares. A person so authorised shall be entitled to exercise the same power on behalf of the grantor of the authority as the grantor could exercise if it were an individual Shareholder of the Company and the grantor shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it.
 - 73. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office (marked "Urgent, for the attention of the Secretary") or at such other place at which the instrument of proxy was duly deposited not less than forty eight hours before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

Appointment and Retirement of Directors

74. The number of Directors shall be not more than 14 as provided for in Article 75.
75. The Directors shall comprise the following:
 - (a) the Chairman of The Association
 - (b) 6 National Game Representatives as defined in Article 78
 - (c) 6 Professional Game Representatives as defined in Article 79
 - (d) the Chief Executive
76. Save for the Chief Executive, the Directors shall be appointed by the Council pursuant to Articles 77–81.
77. The Chairman of The Association shall be appointed by the Council. Subject to Articles 87 and 88 and as provided in this Article, the term of office of the Chairman of The Association shall be four years. No person may be Chairman of The Association for more than two terms. The Council shall have the power to remove the Chairman of The Association from such office at any time if a proposal at a meeting of the Council to do so is supported by 75% or more of those present and voting.
78. The National Game Representatives shall be as follows:
 - (a) At each summer meeting of the Council (in June/July), two National Game Representatives shall be elected.
 - (b) Nominations (proposed and seconded by other Members of Council entitled to vote in the election) to be a National Game Representative shall be given to the Secretary up to the end of the month of May preceding the summer meeting.
 - (c) In the event that there are two or fewer nominations, all shall be elected. If there are more than two, there shall be an election by ballot. For the National Game Representatives, those entitled to vote in the ballot and to be a candidate will be all Members of Council who are not appointed to Council as a representative of The FA Premier League Limited or The Football League Limited nor, if a representative of a Division, appointed as such by virtue of holding a position with a football club in membership of The FA Premier League Limited or The Football League Limited nor, if a Vice-President or a Life Member (as set out in Article 107), the holder of a position with such a football club. A person shall be elected if he receives a vote equal to more than half of the number of Members of Council voting in the election. Where there are less than two persons so elected in the ballot, then the candidate who receives the least number of votes shall withdraw from the election and a further ballot taken amongst those who were not elected in the first ballot; and so on until two candidates are elected. In the

event of a tie and no change in two successive ballots, election shall then be by the drawing of lots.

- (d) A National Game representative shall serve for a period of three years, at the expiry of which he shall retire.
- (e) A National Game Representative retiring under (d) above shall be eligible for re-election without further nomination.

79. The Professional Game Representatives shall be as follows:

- (a) At each summer meeting of the Council in June/July, six Professional Game Representatives shall be elected. Four shall be nominated by The FA Premier League Limited and two by The Football League Limited.
- (b) Nominations for Professional Game Representatives shall only be capable of being made by The FA Premier League Limited and The Football League Limited and shall be given to the Secretary at any time to the end of the month of May preceding the summer meeting. Such nomination shall be given to the Secretary at any time to the end of the month of May preceding the summer meeting. Such nomination shall be given by notice signed by an officer of The FA Premier League Limited or Football League Limited respectively.
- (c) For the Professional Game Representatives, those entitled to vote in the ballot and to be a candidate will be all Members of Council who are appointed to Council as a representative of The FA Premier League Limited or The Football League Limited or, if a representative of a Division, appointed as such by virtue of holding a position with a football club in membership of The FA Premier League Limited or The Football League Limited or, if a Vice-President or a Life Member or a Life Vice-President (as set out in Article 107) the holder of a position with such a football club.

80. Any vacancy arising upon the death or removal or vacation from office of a National Game Representative under the Articles shall be filled at the next meeting of the Council taking place at least one month after the date of the vacancy arising under the procedures set out in Articles 78, save that nominations shall be required to be given no later than one week before the date of the Council meeting. A Director so appointed shall hold office only for the period of appointment of the person he is replacing.

81. Any vacancy arising upon the death or removal or vacation from office of a Professional Game Representative under the Articles shall be filled at the next meeting of the Council taking place after the date of the vacancy arising under the procedure set out at Article 79. A Director so appointed shall hold office only for the period of appointment of the person he is replacing.

Powers of the Board

82. The business affairs of the Company shall be managed by the Board as the Directors who may exercise all the powers of the Company (subject always to the provisions of the Act and these Articles) and on whom management powers are conferred as Directors. Board shall be responsible for (without limitation to the general powers referred to):
- (a) taking such decisions and actions as the Board considers appropriate in managing the business affairs of the Company including without limitation appointing the Chief Executive and determining the terms of service of the Chairman of The Association and the Chief Executive; and
 - (b) making decisions upon any and all matters of policy or procedure to be followed by the Company as such relate to income or expenditure of the Company, including the consideration of strategy, budgets and business plans; and
 - (c) exercising all such powers of the Company as may be required to give effect to the objects as described in the provisions of the Memorandum of Association and which are not by statute or these Articles specifically required to be done or exercised by the Company in general meeting.
83. No alteration of the Memorandum or Articles or direction given by special resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

Delegation of Powers of the Board

84. The Board may delegate any of its powers to a committee consisting of one or more Directors, or to a Chief Executive, or any other person holding any other executive office. Any such delegation may be made subject to any conditions as the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered.
85. 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 the Board shall determine, including authority for the agent to delegate all or any of his powers.
86. The Board may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the Company, nor shall the holder thereby be empowered in any respect to act as, or be deemed to be, a director of the Company for any of the

purposes of these Articles, save pursuant to a delegation of power pursuant to Article 84.

Disqualification and Removal of Directors

87. No person may be a Director who has attained the age of seventy years save that a serving Director shall retire at the conclusion of the Annual General Meeting after attaining the age of seventy years.
88. The office of a Director shall be vacated if:
- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - (b) he ceases to hold the position or office by virtue of which he became eligible to be a Director, including where he ceases to be a Member of Council; or
 - (c) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (d) he is, or may be, suffering from mental disorder and either:
 - (i) 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 1960, or
 - (ii) 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
 - (e) he resigns his office by notice to the Company; or
 - (f) he is absent for more than six consecutive months from Board meetings without the permission of the Board;
 - (g) he is subject of a decision of the Council or UEFA or FIFA that he be suspended permanently or for a specified period (in which case such person shall be entitled to be a Member of Council only after such period expires) from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the Rules or the Statutes of UEFA or FIFA (as appropriate).

Remuneration and Expenses of Directors

89. The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the Board or otherwise in connection with the discharge of their duties.
90. No Director shall receive remuneration as a Director save for the Chairman of The Association and the Chief Executive.

Directors' Interests

91. Subject to the provisions of the Act, and provided that he has disclosed to the Board the nature and extent of any material interest, a Director, notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) 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
 - (c) 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.
92. For the purposes of Article 91:
- (a) a general notice given to the Board that a Director 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 or persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

Insurance

93. The Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors or employees of the Company or who are or were at any time trustees of any pension fund in which employees of the Company are interested or Members of Council, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in relation to their duties, powers or offices in relation to the Company pension fund.

Proceedings of Directors

94. Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. On any resolution, each Director shall have

one vote (save that the Chairman and Chief Executive shall not be entitled to vote) and as set out below at Article 97.

95. The Chairman of The Association (or, in his absence, the Chief Executive or, in his absence, such other director as appointed by the Board) shall act as the chairman of meetings of the Board.
96. The quorum for a meeting of the Board shall be 5, one of which must be either the Chairman of The Association or the Chief Executive, save where neither is capable of attending.
97. At all meetings, voting rights shall be equal as between the National Game Representatives and the Professional Game Representatives. Where there are unequal numbers of National Game Representatives and the Professional Game Representatives present at a meeting (or for any part of a meeting), then the chairman of the meeting shall determine the mode of voting, always subject to the overriding principle of equality of votes. For these purposes a Director may be appointed to be proxy for another Director, provided that such proxy is given in such form as complies with the requirements for proxies of Directors as shall be determined from time to time by the Board.
98. All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director shall, notwithstanding that it afterwards be discovered that there was a defect in the appointment of any Director or that any of them was disqualified from holding office, or had vacated office, or was 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 Director and had been entitled to vote.
99. No alteration of the Memorandum of Association or Articles and no decision of the Council or the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that decision or direction had not been taken.
100. A meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
101. At least 7 clear days' notice of a meeting shall be required to be given to the Directors save where each Director agrees in writing to shorter notice. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
102. A meeting of the Board or of a committee of the Board may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously. A

Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the chairman of the meeting then is. The word "meeting" in the Articles shall be construed accordingly.

103. A Director shall not vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company save where authorised by a resolution of the Board passed by the members of the Board other than the Director so interested (in which case Article 97 shall not apply). A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
104. If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director 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 Director other than himself shall be final and conclusive.

Secretary

105. Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit.

Minutes

106. The Board shall cause minutes to be made in books kept for the purpose of recording all proceedings at meetings of the Company, and of the Board and of committees of the Board, including the names of the Directors present at each such meeting.

The Council

107. There shall be a body known as "The Council of The Football Association" which shall be constituted as follows:
 - (1) the Chairman of The Association and not more than six elected Vice-Presidents;
 - (2) the representatives of The Football Association Premier League Limited, The Football League Limited and of the County Associations and the Other Affiliated Associations as may be appointed as Members of the Council;
 - (3) all Life Members and all Life Vice-Presidents. A Member of Council shall become a Life Member on completion of twenty years' service (whether continuous or discontinuous) as a Member of Council provided also that he has attained the age of seventy-two years. After completing two years as a Life Member he shall become a Life Vice-President. An elected Vice-President shall immediately

become a Life Vice-President on meeting the criteria of Life Membership. A past Chairman of The Association may be appointed by the Council a Life Vice-President upon his relinquishing the Chair. Upon any Member of Council becoming a Life Member or a Life Vice-President he shall automatically cease to be an appointed Member of the Council under Article 107(2) above and shall not be eligible for appointment as such; and

(4) the Chief Executive.

108. Each County Association that has been such for the previous three years and has had 50 or more football clubs in membership for at least one year (the provisions of Article 13(6) applying in relation to what shall qualify as a football club in membership) shall be entitled to appoint annually one representative to the Council.

109. The Other Affiliated Associations are The University of Oxford Football Association, The University of Cambridge Football Association, The Army Football Association, The Royal Navy Football Association, The Royal Air Force Football Association, The Amateur Football Alliance, The Women's Football Conference, The English Schools' Football Association and the Independent Schools' Football Association, each of which shall be entitled to appoint annually one representative to the Council.

110. The Divisions shall each be entitled to appoint annually one representative to the Council.

111. The Football Association Premier League Limited and The Football League Limited shall each be entitled to appoint annually five representatives to the Council.

A representative of The Football Association Premier League Limited or The Football League Limited shall be a person who is a director of a football club which is a member of the respective league, or the Chairman or chief executive officer of the league.

112. A representative shall serve as a Member of Council from the date of appointment (which shall, save for Article 113, take place in May or June but always on a date before the date of the summer meeting of Council), until midnight on the day before the summer meeting of Council in the following year or the date of his replacement or vacation of office if earlier.

113. In the case of

- (i) death, resignation or removal from office or vacation otherwise from office on the part of any representative, or
- (ii) upon any member of the Council becoming a Life Member or a Life Vice-President, or
- (iii) upon any member of the Council being elected as Chairman of The Association or a Vice-President, The Football Association Premier League Limited, The Football League Limited or the Affiliated Association or other organisation by which the representative was

appointed under these Articles shall have the power to appoint a new representative as a replacement. Such replacement shall serve for the period of appointment of the person being replaced, or in the case of a replacement for the Chairman of The Association or a Vice President, for so long as such person holds such office.

114. The Council shall have the power to regulate football matters, which shall include (without limitation) all disciplinary, referees, match and competition sanction matters and other matters pertaining to the regulation of football matters provided that the Council shall not have the power to make any decision (including any decision which purports to be binding on the Company) in relation to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect unless specifically authorised to do so by the Board in accordance with these Articles.
115. The Council shall have the power to delegate consideration of matters within its jurisdiction to committee(s). The identity and powers and duties of committees of Council shall be set out in standing orders which shall be determined from time to time by the Board and the Council. The membership of any committee of Council shall be determined by the Board, save for a committee to be known as the "National Game Board", the membership of which shall be the National Game Representatives on the Board, one representative of schools' football (for these purposes defined as the English Schools Football Association and the Independent Schools Football Association) and 8 further members who shall be appointed by the Council.

Seal

116. The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary (or by a second Director). Any document signed by two Directors or one Director and the Secretary and expressed (in whatever form or words) to be executed by the Company has the same effect as if executed under the Seal.

Indemnity

117. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer of the Company and each Member of Council shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment 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 where such is in relation to the affairs of the Company.

Accounts

118. The Board shall cause true accounts to be kept of all the receipts, credits, payments, assets and liabilities of the Company, and of all other matters necessary for showing the true state and condition of the Company, and the accounts shall be kept in such books and in such manner as the Board think fit, and to the satisfaction of the auditors.
119. A copy of every balance sheet and profit and loss account (including any documents required by law to be annexed thereto) which is to be laid before the Company in general meeting and of the Directors' and auditors' reports shall, at least twenty-one days prior to the meeting, be delivered or sent by post to every Shareholder and to every debenture holder of the Company of whose address the Company is aware, and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Act or of these Articles or, in the case of joint holders of any debenture, to one of the joint holders, provided that the requirements of this Article shall be deemed satisfied in relation to any Shareholder by sending to such Shareholder or the body referred to in Article 12 on whose behalf a share is held, where permitted by the Act and instead of such copies, a summary financial statement derived from the Company's annual accounts and the report of the Directors and prepared in the form and containing the information prescribed by the Act and any regulations made thereunder.
120. The books of account shall be kept at such place or places as the Board appoint, and shall be open to inspection by a Shareholder with the consent of the Board or of a special resolution of the Company.

Audit

121. The accounts of the Company shall be annually examined and the correctness of the balance sheet and accompanying accounts ascertained by an auditor or auditors to be appointed by the Company at the annual general meeting in accordance with the provisions of the Act.

Notices

122. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
123. A notice may be served in accordance with the provisions of the Act. The Company may serve or deliver any notice or other document on or to a Shareholder either personally or by sending it by post in a prepaid envelope addressed to the Shareholder at the registered address of the person or of the body referred to in Article 12 on whose behalf a share is held, or by leaving it at either address. A notice given to any person shall be binding on any body referred to in Article 12 on whose behalf that

person acts or holds a share and all proceedings taken without any further or other notice shall be binding on such body.

124. A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
125. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register, has been duly given to a person from whom he derives his title.
126. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice sent by post shall be deemed to be given:
 - (a) if sent by first class on the day following that on which the envelope containing it was posted;
 - (b) in any other case, on the second day following that on which the envelope containing it was posted.
127. A notice sent by facsimile transmission shall be deemed given at the time the notice is received.
128. If at any time the Company is unable effectively to convene a general meeting by notices sent through the post in the United Kingdom as a result of the suspension or curtailment of postal services, notice of such general meeting may be sufficiently given by advertisement in the United Kingdom and in that event the notice shall be deemed to have been served on all Shareholders and other persons, who are entitled to have notice of meetings served upon them. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.
129. Any notice given by advertisement shall be advertised on the same date in at least two daily newspapers having a national circulation and such notice shall be deemed to have been served at noon on the day when the advertisement appears.

Winding-Up

130. If upon the winding up or dissolution of the Company there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Shareholders, but subject to the next provisions shall be given or transferred to such institution or institutions having objects wholly or partially similar to the objects of the Company as shall be determined by the Shareholders at or before the time of dissolution or by the Board after such dissolution, or in default thereof by such Judge of the High Court of Justice as may have or

acquire jurisdiction in the matter, or if and so far as effect cannot be given to such provision, then to some charitable object.

Rules

131. All Shareholders, Directors, Members of Council and any body appointing the same under these Articles, are bound by and subject to and shall act in accordance with the Rules and any regulations, standing orders, decisions, rulings or other findings, penalties or orders of any nature made pursuant to the Rules under Article 132.
132. The Rules shall be as determined by the Shareholders from time to time in general meetings. Proposals to amend the Rules may only be made by:
 - (a) a Shareholder if duly seconded by another Shareholder as set out in Article 40 (provided that such proposal does not relate in any way to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect);
or
 - (b) the Board (provided that such has been approved by the Council).
133. The Rules may provide that regulations, standing orders, decisions, rulings or other findings, penalties or orders may be made by the Council or any committee thereof in order to carry out the intent or purpose of a Rule.
134. A proposal to amend the Rules shall be by way of ordinary resolution and shall be carried if supported by 75% or more of those Shareholders present and voting.