

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE COMPANY LIMITED BY GUARANTEE  
EXEMPT UNDER SECTION 60**

Company Number **11498318**

The Registrar of Companies for England and Wales, hereby certifies that

**KEYNSHAM TOWN JUNIORS COMMUNITY FOOTBALL CLUB**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **3rd August 2018**



\* N11498318M \*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **02/08/2018**

X7BGD19K

*Company Name in full:*

**KEYNSHAM TOWN JUNIORS COMMUNITY FOOTBALL CLUB**

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives*

*Company Type:*

**Private company limited by guarantee**

*Situation of*

**England and Wales**

*Registered Office:*

*Proposed Registered Office Address:*

**107 CHANDAG ROAD KEYNSHAM  
BRISTOL  
UNITED KINGDOM BS31 1QE**

*Sic Codes:*

**93110**

*I wish to entirely adopt the following model articles:*

**Private (Ltd by Guarantee)**

## *Proposed Officers*

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*Company Director*      *1*

*Type:*                      **Person**

*Full Forename(s):*      **MR TARIQ**

*Surname:*                **CHOWDRY**

*Service Address:*      **recorded as Company's registered office**

*Country/State Usually  
Resident:*                **UNITED KINGDOM**

*Date of Birth:*    **\*\*/04/1967**                      *Nationality:*      **BRITISH**

*Occupation:*      **ACCOUNTANT**

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 2

Type:	Person
Full Forename(s):	MR RICHARD ALAN
Surname:	SMALE
Service Address:	2 ABBEY CLOSE BRISTOL BRISTOL UNITED KINGDOM BS31 2BS
Country/State Usually Resident:	UNITED KINGDOM

*Date of Birth:* **\*\*/09/1969** *Nationality:* **BRITISH**

*Occupation:* **ASSOCIATE  
DIRECTOR  
TRANSFORMATION**

*The subscribers confirm that the person named has consented to act as a director.*

Type:	Person
Full Forename(s):	MR DAVID ANDREW THOMAS
Surname:	ALEXANDER
Service Address:	26 BRISTOL ROAD BRISTOL BRISTOL UNITED KINGDOM BS31 2BQ
Country/State Usually Resident:	UNITED KINGDOM

*Date of Birth:*   **\*\*/10/1973**                      *Nationality:*    **BRITISH**

*Occupation:* **PROJECT  
MANAGER  
AVIVA**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## ***Individual Person with Significant Control details***

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*Names:* **WENDY RANSOME**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/02/1971** *Nationality:* **BRITISH**

*Service Address:* **12 BRAMBLE CLOSE  
MEARE  
GLASTONBURY  
SOMERSET  
UNITED KINGDOM  
BA6 9SF**

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

*Nature of control*

The person has the right to exercise, or actually exercises, significant influence or control over the company.



## *Statement of Guarantee*

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

*Name:* **TARIQ CHOWDRY**

*Address* **107 CHANDAG ROAD  
BRISTOL  
UNITED KINGDOM  
BS31 1QE**

*Amount Guaranteed* **1**

*Name:* **RICHARD ALAN SMALE**

*Address* **2 ABBEY CLOSE  
BRISTOL  
UNITED KINGDOM  
BS31 2BS**

*Amount Guaranteed* **1**

*Name:* **DAVID ANDREW THOMAS ALEXANDER**

*Address* **26 BRISTOL ROAD  
BRISTOL  
UNITED KINGDOM  
BS31 2BQ**

*Amount Guaranteed* **1**

*Name:* **WENDY RANSOME**

*Address* **12 BRAMBLE CLOSE  
MEARE  
GLASTONBURY  
SOMERSET  
UNITED KINGDOM  
BA6 9SF**

*Amount Guaranteed* **1**

## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

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## ***Authorisation***

*Authoriser Designation:*    **subscriber**

*Authenticated*    **YES**

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**THE COMPANIES ACT 2006**

**PRIVATE COMPANY NOT HAVING**  
**A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**KEYNSHAM TOWN JUNIORS**  
**COMMUNITY FOOTBALL CLUB**

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

Tariq Chowdry

Richard Alan Smale

David Andrew Thomas Alexander

Wendy Ransome

Dated this 2<sup>nd</sup> day of August 2018

**KEYNSHAM TOWN JUNIORS  
COMMUNITY FOOTBALL CLUB**

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**The Companies Act 2006**

**Articles of Association for a  
company not having a share  
capital and Limited by Guarantee**

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1. **NAME**

- 1.1 The company's name is Keynsham Town Juniors Community Football Club (and in this document it is called KTJCFC or the 'club'.

2. **INTERPRETATION**

2.1 In the articles:

'address' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the club;

'the articles' means the club's articles of association;

'the club' means the company intended to be regulated by the articles;

'clear days' in relation to the period of a notice means a 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;

'the committee' means the board of directors of the club as constituted from time to time;

'chairperson' means the current elected chair of the club (elected at the AGM);

'Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the club;

'document' includes, unless otherwise specified, any document sent or supplied in electronic form;

'electronic form' has the meaning given in section 1168 of the Companies Act 2006;

'the memorandum' means the club's memorandum of association;

'officers' includes the directors and the secretary (if any);

'member' means full member with full voting rights;

'the seal' means the common seal of the club if it has one;

'secretary' means any person appointed to perform the duties of the secretary of the club;

'the United Kingdom' means Great Britain and Northern Ireland; and

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the club.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

### **3. LIABILITY OF MEMBERS**

3.1 Only full members of the club have liability, the liability of each full member is limited to a sum not exceeding £1, being the amount that each member undertakes to contribute to the assets of the club in the event of it being wound up while he, she or it is a full member or within one year after he, she or it ceases to be a full member, for:

3.1.1 payment of the club's debts and liabilities incurred before he, she or it ceases to be a member;

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

3.1.3 adjustment of the rights of the contributories among themselves.

### **4. OBJECTS**

4.1 The club's objects ('Objects') are specifically restricted to the following:

4.1.1 to advance the amateur sport of association football;

4.1.2 to promote community participation in healthy recreation by providing facilities for playing association football (facilities means land, buildings, equipment and organising football activities);

4.1.3 to provide and assist in providing facilities for sport, recreation and other leisure time, occupation of people who have need of such facilities because of their youth, age, infirmity or disablement, poverty or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving their conditions of life; and

4.1.4 to advance the education of children and young people whether or not undergoing formal education.



5. **POWERS**

- 5.1 The club has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the club has power:
- 5.1.1 to raise funds. In doing so, the club must comply with any relevant statutory regulations;
  - 5.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip, it for use;
  - 5.1.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the club.
  - 5.1.4 to incorporate subsidiary companies to carry on trade;
  - 5.1.5 to borrow money and to charge the whole or any part of the property belonging to the club as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation.
  - 5.1.6 to co-operate with other voluntary bodies and statutory authorities and to exchange information and advice with them;
  - 5.1.7 to establish or support any trusts, associations or institutions formed for any of the club's purposes included in the Objects;
  - 5.1.8 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other club;
  - 5.1.9 to set aside income as a reserve against future expenditure.
  - 5.1.10 to employ and remunerate such staff as are necessary for carrying out the work of the club. The club may employ or remunerate a director only to the extent it is permitted to do so by article 7 and provided it complies with the conditions in that article to:
    - (a) deposit or invest funds;
    - (b) employ a professional fund-manager; and
    - (c) arrange for the investments or other property of the club to be held in the name of a nominee;
  - 5.1.11 in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

5.1.12 to provide indemnity insurance for the directors

5.1.13 to pay out of the funds of the club the costs of forming and registering the club both as a company and as a club.

## **6. APPLICATION OF INCOME AND PROPERTY**

6.1 The income and property of the club shall be applied solely towards the promotion of the Objects.

6.1.1 A director is entitled to be reimbursed from the property of the club or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the club.

6.1.2 A director may benefit from trustee indemnity insurance cover purchased at the club's expense.

6.1.3 A director may receive an indemnity from the club in the circumstances specified in article 32.

6.1.4 A director may not receive any other benefit or payment unless it is authorised by article 7.

6.2 Subject to article 7, none of the income or property of the club may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the club. This does not prevent a member who is not also a director receiving:

6.2.1 a benefit from the club in the capacity of a beneficiary of the club;

6.2.2 reasonable and proper remuneration for any goods or services supplied to the club.

## **7. BENEFITS AND PAYMENTS TO CLUB DIRECTORS AND CONNECTED PERSONS**

### **General Provisions**

7.1 No director or connected person may:

7.1.1 buy any goods or services from the club on terms preferential to those applicable to members of the public;

7.1.2 sell goods, services, or any interest in land to the club;

7.1.3 be employed by, or receive any remuneration from, the club;

7.1.4 receive any other financial benefit from the club;

unless the payment is permitted by articles 7.2 to 7.7, or authorised by the court.

In this article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

#### **Scope and powers permitting directors' or connected persons' benefits**

7.2 A director or connected person may receive a benefit from the club in the capacity of a beneficiary of the club provided that a majority of the directors do not benefit in this way.

7.3 A director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the club where that is agreed on by the other directors and chairperson. The chairperson (or vice chairperson if chairperson is entering into the contract) shall have the deciding vote if votes are equal.

7.4 Subject to article 7.8 and 7.9, a director or connected person may provide the club with goods that are not supplied in connection with services provided to the club by the director or connected person.

7.5 A director or connected person may receive interest on money lent to the club at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

7.6 A director or connected person may receive rent for premises let by the director or connected person to the club. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

7.7 A director or connected person may take part in the normal trading and fundraising activities of the club on the same terms as members of the public.

#### **Payment for supply of goods only - controls**

7.8 The club and its directors may only rely upon the authority provided by article 7.4 if each of the following conditions is satisfied:

7.8.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the club or its directors (as the case may be) and the director or connected person supplying the goods ('the supplier')

under which the supplier is to supply the goods in question to or on behalf of the club.

7.8.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

7.8.3 The other directors are satisfied that it is in the best interests of the club to contract with the supplier rather than with someone who is not a director or connected person. In reaching that decision the directors must balance the advantage of contracting with a director or connected person against the disadvantages of doing so.

7.8.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the club.

7.8.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting.

7.8.6 The reason for their decision is recorded by the directors in the minute book.

7.8.7 A majority of the directors then in office are not in receipt of remuneration or payments authorised by article 7.

7.9 In articles 7.2 to 7.7 and article 7.8:

7.9.1 'club' includes any company in which the club:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or
- (c) has the right to appoint one or more directors to the board of the company.

7.9.2 'connected person' includes any person within the definition in article 36 (Interpretation).

## **8. DECLARATION OF DIRECTORS' INTERESTS**

8.1 A club director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the club or in any transaction or arrangement entered into by the club which has not previously been declared. A director must absent himself or herself from any discussions of the club

directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the club and any personal interest (including but not limited to any personal financial interest).

9. **CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES**

9.1 If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

9.1.1 the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

9.1.2 the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and

9.1.3 the unconflicted directors consider it is in the interests of the club to authorise the conflict of interests in the circumstances applying.

9.2 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

10. **MEMBERS**

10.1 The subscribers to the memorandum are the first members of the club.

10.2 Membership is open to other individuals or organisations who:

10.2.1 have completed the membership application and delivered it to the club; and

10.2.2 are approved by the directors.

10.3 The directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the club to refuse the application.

10.4 The directors must inform the applicant in writing of the reasons for the refusal within twentyone days of the decision. The matter must be put to a general meeting for it to be decided by a majority vote of members present and voting.

10.5 Membership is not transferable.

- 10.6 The directors must keep a register of names and addresses of the members, which shall be maintained by the secretary.
- 10.7 The Somerset Football Association (the "FA") shall be given access to the membership register on demand.
- 10.8 Membership shall become effective upon an applicant's name being entered in the membership register.
- 10.9 In event of a member's resignation or expulsion, his or her name shall be removed from the membership register.

## 11. **CLASSES OF MEMBERSHIP**

11.1 Keynsham Town Juniors Community Football Club will have the following classes of membership:

11.2 Member classes:

Full Member: (Full Voting Rights, member for the purposes of companies' house)

Playing Member: (No Voting Rights, non-member for the purposes of companies' house)

## 12. **TERMINATION OF MEMBERSHIP**

12.1 Unless the committee decides otherwise, membership is terminated if:

12.1.1 the member dies or, if it is an organisation, ceases to exist;

12.1.2 the member resigns by written notice to the club unless, after the resignation, there would be less than two members;

12.1.3 any sum due from the member to the club is not paid in full within two months of it falling due;

12.1.4 the member is removed from membership by a resolution of the directors that it is in the best interests of the club that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:

- (a) the member has been given at least twenty-one days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it is to be proposed;
- (b) the member or, at the option of the member, the member's representative (who need not be a member of the club) has been allowed to make representations to the meeting.

### 13. **GENERAL MEETINGS**

- 13.1 The club must hold its first annual general meeting ('AGM') within eighteen months after the date of its incorporation.
- 13.2 An AGM must be held in each subsequent year and not more than fifteen months may elapse between successive AGMs.
- 13.3 A general meeting may be called:
  - 13.3.1 by the committee at any time;
  - 13.3.2 by requisition in writing, signed by at least five members and delivered to the secretary. The general meeting must be called within 21 days of receipt of such a demand.

### 14. **NOTICE OF GENERAL MEETINGS**

- 14.1 The minimum periods of notice required to hold a meeting of the club are:
  - 14.1.1 twenty-one clear days for an AGM or a general meeting called for the passing of a special resolution;
  - 14.1.2 fourteen clear days for all other general meetings.
- 14.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 14.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 16.
- 14.4 The notice must be given to all the members and to the directors and auditors.

14.5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the club.

15. **PROCEEDINGS AT GENERAL MEETINGS**

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

15.2 A quorum is 20% of the total membership at the time.

15.3 The authorised representative of a member organisation shall be counted in the quorum.

15.4 If:

15.4.1 a quorum is not present within half an hour from the time appointed for the meeting; or

15.4.2 during a meeting a quorum ceases to be present; the meeting shall be adjourned to such time and place as the directors shall determine.

15.5 The directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

15.6 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

15.7 General meetings shall be chaired by the person who has been appointed to chair meetings of the directors.

15.8 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a director nominated by the directors shall chair the meeting.

15.9 If there is only one director present and willing to act, he or she shall chair the meeting.

15.10 If no director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

15.11 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

15.12 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.



- 15.13 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 15.14 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 15.15 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- 15.15.1 by the person chairing the meeting; or
- 15.15.2 by at least two members present in person or by proxy and having the right to vote at the meeting; or
- 15.15.3 by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 15.16 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 15.17 The result of the vote must be recorded in the minutes of the club but the number or proportion of votes cast need not be recorded.
- 15.18 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 15.19 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 15.20 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 15.21 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 15.22 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 15.23 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 15.24 The poll must be taken within thirty days after it has been demanded.

15.25 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

15.26 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

## **16. CONTENT OF PROXY NOTICES**

16.1 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which:-

16.1.1 states the name and address of the member appointing the proxy;

16.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

16.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

16.1.4 is delivered to the club in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

16.2 The club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

16.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

16.4 Unless a proxy notice indicates otherwise, it must be treated as -

16.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

16.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **17. DELIVERY OF PROXY NOTICES**

17.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the club by or on behalf of that person.

17.2 An appointment under a proxy notice may be revoked by delivering to the club a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

17.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

17.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## 18. **WRITTEN RESOLUTIONS**

18.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

18.1.1 a copy of the proposed resolution has been sent to every eligible member;

18.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

18.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

18.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

18.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

## 19. **VOTES OF MEMBERS**

19.1 Subject to article 11, every member, whether an individual or an organisation, shall have one vote.

19.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

19.3 Any organisation that is a member of the club may nominate any person to act as its representative at any meeting of the club.

19.4 The organisation must give written notice to the club of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the club. The representative may continue to represent the organisation until written notice to the contrary is received by the club.

- 19.5 Any notice given to the club will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The club shall not be required to consider whether the representative has been properly appointed by the organisation.

20. **DIRECTORS**

- 20.1 A director must be a natural person aged 16 years or older and be a member of the club.

- 20.2 No one may be appointed a director if he or she would be disqualified from acting under the provisions of article 23.

- 20.3 The minimum number of directors shall be three and the maximum shall be ten.

- 20.4 The first directors shall be those persons notified to Companies House as the first directors of the club.

- 20.5 A director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the directors.

21. **POWERS OF DIRECTORS**

- 21.1 The directors shall manage the business of the club and may exercise all the powers of the club unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution.

- 21.2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors.

- 21.3 Any meeting of directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the directors.

22. **APPOINTMENT OF DIRECTORS**

- 22.1 No person may be appointed a director at an AGM unless:

22.1.1 he or she is willing to act to be director;

22.1.2 he or she is recommended for election by another director ('the Secunder');

and

22.1.3 not less than 21 clear days before the date of the meeting, the secretary is given a notice that:

(a) is signed by a Secunder who is entitled to vote at the meeting;

- (b) states the Secunder's intention to propose the appointment of a person as a director;
  - (c) contains the details that, if the person were to be appointed, the club would have to file at Companies House; and
  - (d) is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 22.2 The club may then, by ordinary resolution at an AGM, appoint a new director.
- 22.3 All members who are entitled to receive notice of an AGM must be given 21 clear days' notice of any resolution to be put to the meeting to appoint a director.
- 22.4 Any vacancy on the committee which arises between AGMs shall be filled by a member proposed by one and seconded by another one of the remaining committee members and approved by a resolution of the directors.
- 22.5 The directors may appoint a person who is willing to act to be a director.
- 22.6 The appointment of a director, whether by the club in an AGM or by the other directors, must not cause the number of directors to exceed any number fixed as the maximum number of directors.

## 23. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 23.1 A director shall cease to hold office if he or she:
- 23.1.1 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
  - 23.1.2 is disqualified from acting as a trustee by any statutory re-enactment or modification of those provisions
  - 23.1.3 ceases to be a member of the club;
  - 23.1.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
  - 23.1.5 resigns as a director by notice to the club (but only if at least two directors will remain in office when the notice of resignation is to take effect); or

23.1.6 is absent without the permission of the directors from all their meetings held within a period of six consecutive months and the directors resolve that his or her office be vacated.

23.1.7 is subject to a decision of the FA that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.

23.1.8 is voted out of office by a resolution of the directors.

#### 24. **REMUNERATION OF DIRECTORS**

24.1 The directors must not be paid any remuneration unless it is authorised by article 7.

#### 25. **PROCEEDINGS OF DIRECTORS**

25.1 The directors may regulate their proceedings as they think fit, subject to the provisions of the articles.

25.2 Any director may call a meeting of the directors.

25.3 The secretary (if any) must call a meeting of the directors if requested to do so by a director.

25.4 7 days' notice of a meeting must be given to all directors.

25.5 Questions arising at a meeting shall be decided by a majority of votes.

25.6 The committee shall hold not less than four meetings per year.

25.7 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.

25.8 A meeting may be held by suitable electronic means agreed by the directors in which each participant may communicate with all the other participants.

25.9 No decision may be made by a meeting of the directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the directors in which a participant or participants may communicate with all the other participants.

25.10 The quorum shall be two or the number nearest to one-third of the total number of directors, whichever is the greater, or such larger number as may be decided from time to time by the directors.

- 25.11 A director shall not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote.
- 25.12 If the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 25.13 The directors shall appoint a director to chair their meetings and may at any time revoke such appointment.
- 25.14 If no-one has been appointed to chair meetings of the directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting.
- 25.15 The person appointed to chair meetings of the directors shall have no functions or powers except those conferred by the articles or delegated to him or her by the directors.
- 25.16 A resolution in writing or in electronic form agreed by all of the directors entitled to receive notice of a meeting of the directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.
- 25.17 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more directors has signified their agreement.

26. **DELEGATION**

- 26.1 The directors may delegate any of their powers or functions to a committee of two or more directors but the terms of any delegation must be recorded in the minute book.
- 26.2 The directors may impose conditions when delegating, including the conditions that:
- 26.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- 26.2.2 no expenditure may be incurred on behalf of the club except in accordance with a budget previously agreed with the directors.
- 26.3 The directors may revoke or alter a delegation.
- 26.4 All acts and proceedings of any committees must be fully and promptly reported to the directors.

27. **VALIDITY OF DIRECTORS' DECISIONS**

27.1 Subject to article 27.2, all acts done by a meeting of directors, or of a committee of directors, shall be valid notwithstanding the participation in any vote of a director:

27.1.1 who was disqualified from holding office;

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

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

if without:

27.1.4 the vote of that director; and

27.1.5 that director being counted in the quorum; the decision has been

made by a majority of the directors at a quorate meeting.

27.2 Article 27.1 does not permit a director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the directors or of a committee of directors if, but for article 27.1 the resolution would have been void, or if the director has not complied with article 8.

28. **MINUTES**

28.1 The secretary, or in absence of a secretary, a director must keep minutes of all:

28.1.1 appointments of officers made by the directors;

28.1.2 proceedings at meetings of the club;

28.1.3 meetings of the directors and committees of directors including:

(a) the names of the directors present at the meeting;

(b) the decisions made at the meetings; and

(c) where appropriate the reasons for the decisions.

29. **ACCOUNTS**

29.1 The directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and



follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

29.2 The directors must keep accounting records as required by the Companies Act.

30. **ACCOUNTING RECORDS**

30.1 The accounting records shall be kept at the office, or subject to the provisions of the Companies Act, at such other places as the directors shall determine and shall always be open to inspection by the Members.

31. **MEANS OF COMMUNICATION TO BE USED**

31.1 Subject to the articles, anything sent or supplied by or to the club under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the club.

31.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

31.3 Any notice to be given to or by any person pursuant to the articles:

31.3.1 must be in writing; or

31.3.2 must be given in electronic form.

31.4 The club may give any notice to a member either:

31.4.1 personally; or

31.4.2 by sending it by post in a prepaid envelope addressed to the member at his or her address; or

31.4.3 by leaving it at the address of the member; or

31.4.4 by giving it in electronic form to the member's address.

31.4.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.

- 31.5 A member who does not register an address with the club or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the club.
- 31.6 A member present in person at any meeting of the club shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 31.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 31.8 Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 31.9 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
- 31.9.1 48 hours after the envelope containing it was posted; or
- 31.9.2 in the case of an electronic form of communication, 48 hours after it was sent.

32. **INDEMNITY**

- 32.1 the club shall indemnify every relevant director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the court from liability for negligence, default, or breach of duty or breach of trust in relation to the club.
- 32.2 In this article a 'relevant director' means any director or former director of the club.
- 32.3 The club may indemnify an auditor against any liability incurred by him or her or it:
- 32.3.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or
- 32.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

33. **RULES**

- 33.1 The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the club.

33.2 The bye laws may regulate the following matters but are not restricted to them:

- 33.2.1 the admission of members of the club (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
  - 33.2.2 the conduct of members of the club in relation to one another, and to the club's employees and volunteers;
  - 33.2.3 the setting aside of the whole or any part or parts of the club's premises at any particular time or times or for any particular purpose or purposes;
  - 33.2.4 the procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles;
  - 33.2.5 generally, all such matters as are commonly the subject matter of company rules.
- 33.3 The club in general meeting has the power to alter, add to or repeal the rules or bye laws.
- 33.4 The directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the club.
- 33.5 The rules or bye laws shall be binding on all members of the club. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.
- 33.6 The members and the directors of the Company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Company are carried out in accordance with the Rules and regulations of The Football Association Limited for the time being in force.
- 33.7 No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by The Football Association Limited 14 days or more before the day on which the alteration is proposed to take place.
- 33.8 The office of (a/an Director/Officer or Official)\* shall be vacated if such person is subject to a decision of The Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club."

34. **DISPUTES**

- 34.1 If a dispute arises between members of the club about the validity or propriety of anything done by the members of the club under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

35. **DISSOLUTION**

- 35.1 The members of the club may at any time before, and in expectation of, its dissolution resolve that any net assets of the club after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the club be applied or transferred in any of the following ways:

35.1.1 directly for the Objects; or

35.1.2 by transfer to any club or charities for purposes similar to the Objects; or

35.1.3 to any club or charities for use for particular purposes that fall within the Objects.

- 35.2 Subject to any such resolution of the members of the club, the directors of the club may at any time before and in expectation of its dissolution resolve that any net assets of the club after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the club be applied or transferred:

35.2.1 directly for the Objects; or

35.2.2 by transfer to any club or charities for purposes similar to the Objects; or

35.2.3 to any club or charities for use for particular purposes that fall within the Objects.

- 35.3 In no circumstances shall the net assets of the club be paid to or distributed among the members of the club (except to a member that is itself a club) and if no resolution in accordance with article 35.1 is passed by the members or the directors, the balance shall be given by the Directors and Members of the Club, at or before the time of dissolution as they shall direct, to The Football Association Benevolent Fund, or to some Club or Institute in the County of Avon and Somerset having objects similar to those set out in the Memorandum of Association or to any local charity, or charitable or benevolent institution situate within the said County of Avon and Somerset. In default of any such decision or apportionment by the Directors and Members of the Club, the same to be decided upon and apportioned by a Judge of the High Court of Justice having jurisdiction in such winding-up or dissolution and as he shall determine.

35.4 Alternatively, such balance may be disposed of in such other manner as the Members of the Club may, with the written consent of The Football Association Limited, determine.

36. **INTERPRETATION**

36.1 In article 7, article 9.2 and article 27.2 'connected person' means:

36.1.1 a child, parent, grandchild, grandparent, brother or sister of the director;

36.1.2 the spouse or civil partner of the director or of any person falling within article 36.1.1;

36.1.3 a person carrying on business in partnership with the director or with any person falling within articles 36.1.1 and 36.1.2;

36.1.4 an institution which is controlled: -

(a) by the director or any connected person falling within articles 36.1.1, 36.1.2 or 36.1.3; or

(b) by two or more persons falling within article (a), when taken together;

36.2 a body corporate in which: -

36.2.1 the director or any connected person falling within article 36.1.1 to 36.1.3 has a substantial interest; or

36.2.2 two or more persons falling within article 36.2.1 who, when taken together, have a substantial interest.