

LANCASHIRE AND CHESHIRE AMATEUR FOOTBALL LEAGUE



Established in 1909

ARTICLES OF ASSOCIATION OF THE LANCASHIRE AND CHESHIRE AMATEUR FOOTBALL LEAGUE LIMITED

The Companies Act 2006
Company Limited by Guarantee and not having a Share Capital

1. DEFINITIONS

In these Articles:

‘Articles’ means the Articles of Association of the Company.

‘Bankruptcy’ includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

‘Board Meeting’ means a meeting of the Company’s Directors.

‘Chair’ means the chair of the Board of Directors and Management Committee elected in accordance with Article 23.

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

‘Club’ means an amateur football club.

‘Companies Act’ means as defined in section 2 of the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.

‘Company’ means the Lancashire and Cheshire Amateur Football League Limited.

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

‘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.

‘Executed’ includes any mode of execution.

‘League’ means the Lancashire and Cheshire Amateur Football League.

‘Management Committee’ means a committee which shall comprise the Officers and such other persons who are elected to the Management Committee in accordance with Article 23.

‘Member’ has the meaning given in section 12 of these Articles.

‘Office’ means the registered office of the Company.

‘Officer’ means the Chair, Vice-Chair, Secretary and Treasurer elected in accordance with Article 23.

‘Ordinary resolution’ has the meaning given in section 282 of the Companies Act 2006; (must be over 50%).

‘Participate’, in relation to a Board Meeting, has the meaning given in Article 7.3.

‘President’ means the president of the League elected in accordance with Article 23.

‘Rules’ means the rules of the Company from time to time.

‘Secretary’ means the secretary of the Company elected in accordance with Article 23.

‘Special resolution’ has the meaning given in section 283 of the Companies Act 2006; (must be over 75%).

‘Subsidiary’ has the meaning given in section 1159 of the Companies Act 2006; and

‘Treasurer’ means the treasurer of the Company elected in accordance with Article 23.

‘Vice-Chair’ means the vice-chair of the Company elected in accordance with Article 23.

‘Vice-President’ means a vice-president of the Company elected in accordance with Article 23.

‘Writing’ means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

2. COMPANY NAME

2.1 The name of the Company shall always contain the words 'Lancashire and Cheshire Amateur Football League Limited'.

2.2 The Company may, by special resolution, insert the name of any sponsor of the Competition as a prefix to the name of the Company, as may be required by any sponsorship agreement.

2.3 The Directors may change the name of the Company to remove reference to a sponsor where any agreement with that sponsor has expired, subject always to the provisions of Article 2.1, and to the passing of a special resolution pursuant to Article 2.2.

3. LIABILITY OF MEMBERS

3.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for -

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

4. OBJECTS

4.1 The Company's objects are:

- (a) to acquire and take over the functions, assets and liabilities of the unincorporated association known as the Lancashire and Cheshire Amateur Football League and to provide that unincorporated association including all its officers, members and employees a full indemnity in relation to all costs, claims, demands, actions and proceedings relating to the assets, liabilities, obligations and commitments of the Lancashire and Cheshire Amateur Football League together with all costs and expenses and other outgoings arising from or attributable to the transfer of assets and undertaking to the Company;
- (b) to organise and manage a league of association football clubs known as the 'Lancashire and Cheshire Amateur Football League' or such other name as the Competition may from time to time adopt including the maintenance and development of the registers of all Clubs and other organisations affiliated to the Company for the purpose of promoting or playing association football and the affiliation and registration of players, referees, coaches and others involved in association football;
- (c) to promote and develop the interests of the Members, within the catchment area of the Company (which are those areas under the jurisdiction of the Manchester Football Association), and such other County associations and football clubs who shall be in membership of the unincorporated association at the time of formation of the Company, whether within the catchment area or not;
- (d) to promote interest in the game of association football without discrimination and to take all such steps as shall be deemed necessary or advisable for enforcing the laws of the game of association football as they apply from time to time;
- (e) to arrange and hold meetings and competitions periodically for Members and to establish playing ground facilities and general standards for such members and to make, adopt, vary and publish rules, regulations, by-laws and conditions for the regulation of the game by Members within the Company including the resolution of all disputes and/or differences that may arise between Members or otherwise relating to the activities of the Company;
- (f) to encourage the playing of football in a competitive and sporting manner including appropriate respectful conduct off the field of play;
- (g) to protect and advance the mutual and trade interests of its Members and to carry on the business and activities of a sports federation and governing body;
- (h) to engage in such social and other activities as may be beneficial for the Member Clubs and the game of association football; and
- (i) to negotiate, enter into and carry into effect commercial arrangements and discharge the obligations of the Company under those arrangements and to procure that its Members comply with, observe and discharge the obligations set out or referred to in any such commercial arrangements (as appropriate).
- (j) To collect, receive and hold all monies arising from any commercial agreements, fees, grants, subsidies or otherwise, and to use such monies to discharge expenses incurred in relation to any commercial agreements and to pay out any such monies as it thinks fit by way of prize, bonus or similar means to Members of the Company.

5. NO DISTRIBUTION TO MEMBERS

5.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set out at Article 4 and no part of such property and income may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company.

5.2 Nothing in this Article 5 prevents any payment in good faith by the Company:-

- (a) of reasonable remuneration to any Member who is an officer or employee of the Company or who otherwise provides any services to the Company;
- (b) of 0% interest on money lent by any Member of the Company to any Member Club;
- (c) of reasonable rent for premises demised or let by any Member of the Company;
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a Member may also be a member holding not more than 1% of the issued share capital of that company;
- (e) to any director of expenses under Article 11:
- (f) of any premium in respect of any such insurance as is permitted by Model Article 39; or
- (g) as prize money or other similar arrangement as referred to in Article 4.1 (j).

5.3 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company generally, but shall be given or transferred to:

- (a) a body or bodies having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company by virtue of this Article.
- (b) if and so far as effect cannot be given to the provisions of paragraph (a), then to a body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto;
- (c) such body or bodies to be determined by the Members of the Company at or before the time of dissolution (whether or not a recipient body is a Member of the Company).

6. BOARD OF DIRECTORS POWERS

6.1 Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

6.2 Directors may delegate.

(1) Subject to the articles, the Directors may delegate any of the powers which are conferred on them under the articles -

(a) to such person or committee

(b) by such means (including by power of attorney)

(c) and on such terms and conditions as they think fit.

In the Lancashire and Cheshire Amateur Football League, the Directors delegate authority to a duly elected Management Committee to run the League on a day-to-day basis.

(2) If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

(3) The Directors may revoke any delegation in whole or part or alter its terms and conditions.

6.3 Committees

(1) Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

(2) The Directors may make rules of procedure for all or any committees,

7. BOARD OF DIRECTORS PROCEEDINGS

7.1 Directors to take decisions collectively.

- (1) The Directors shall be the Chair, Vice-Chair, Treasurer and Secretary, plus a maximum of **NINE (9)** League Members.
- (2) All decisions of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.
- (3) Such decisions shall be minuted at a Board Meeting.
- (4) References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Board Meeting.
- (5) A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

7.2 Calling a Board Meeting

- (1) Any Director may call a Board Meeting by giving notice of the meeting in writing to all the Directors or by authorising the Company Secretary (if any) to give such notice.
- (2) Notice of any Director meeting must indicate -
 - (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

7.3 Participation in Board Meetings

- (1) Subject to the articles, Directors participate in a Board Meeting, or part of a Board Meeting, when -
 - (a) the meeting has been called and takes place in accordance with the Articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether Directors are participating in a Board Meeting, it is irrelevant where any Director is or how they communicate with each other.
- (3) If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

7.4 Quorum for Board Meeting

- (1) At a Board Meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for a Board Meeting may be fixed from time to time by a decision of the Directors, but it must never be less than **FIVE (5)**, and unless otherwise fixed it is **FIVE (5)**.
- (3) If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision -
 - (a) to appoint further Directors, or
 - (b) to call a Board Meeting so as to enable the Directors to appoint further Directors.

7.5 Chairing of Board Meetings

- (1) The Directors may appoint a Director to chair their meetings, this will normally be the elected Chair.
- (2) The person so appointed for the time being is known as the Chair.
- (3) The Directors may terminate the Chair's appointment at any time.
- (4) If the chair is not participating in a Board Meeting within **TEN (10)** minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

7.6 Casting Vote

- (1) If the numbers of votes for and against a proposal are equal, the chair or other Director chairing the meeting has a casting vote.
- (2) This does not apply if, in accordance with Article 6.7, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

7.7 Conflicts of Interest

- (1) If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement of the Company in which a Director has an interest, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes unless the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- (2) For the purposes of this article, references to proposed decisions and decision-making processes include any Board Meeting or part of a Board Meeting.
- (3) Subject to paragraph (4), if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.
- (4) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

7.8 Recording of Decisions

The Directors must ensure that the Company keeps a record, in writing, for at least **TEN (10)** years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

Subject to the articles, the Directors may make any rule about how they take decisions which they think fit, and about how such rules are to be recorded or communicated to Directors and Members.

8. APPOINTMENT AND REMOVAL OF DIRECTORS

8.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by ordinary resolution, or by a decision of the Directors.

8.2 A person ceases to be a Director as soon as -

(a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law.

(b) a bankruptcy order is made against that person.

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts.

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

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have.

(f) notification is received by the company from the director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

(g) they resign or are removed from the Management Committee.

(h) is suspended from all football activity by the Football Association.

9. COMPANY SECRETARY

9.1 The Directors may appoint a Secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any Secretary so appointed by the Directors may be removed by them.

10. DIRECTOR / MANAGEMENT COMMITTEE REMUNERATION

10.1 (1) Directors may undertake any services for the company that the Directors decide.

(2) Directors and Management Committee members are entitled to such remuneration as the Directors determine for their services to the Company

(3) Subject to the articles, and current arrangements, a Director's remuneration will take the form of honoraria, the amount of which will be determined at a Board Meeting.

(4) Alterations in the amounts or recipients of honoraria will be determined at a Board Meeting.

11. DIRECTOR EXPENSES

11.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at—

(a) Board Meetings or committees of Directors,

(b) General Meetings, or

(c) Separate meetings of the holders of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

12. MEMBERS

12.1 The Member Clubs admitted to membership and each member of the Management Committee will subscribe to the Articles of Association of the League.

12.2 No Club shall be admitted as a Member of the League unless it is approved by the League at a General Meeting.

However, in special circumstances a Club may be accepted as a Member to fill a vacancy in the League at the discretion of the Management Committee if the Management Committee is satisfied that the Club meets the full requirements for membership.

Every club which wishes to become a Member shall deliver to the League a duly executed application for membership in such form as the Management Committee requires.

A Club whose first team does not participate in the League may be a member and enter a team under the senior club's FA affiliation if permission is approved by the membership.

All applicants for membership of the company must meet the following criteria:

- The club and club officials must have an acceptable disciplinary record for the previous two seasons.
- The club must satisfy the League Management Committee that they can meet the minimum administration requirements of the League.
- The club must be able to provide proof of securing a suitable facility for their home fixtures.
- The club must be able to satisfy the League Management Committee that they have a viable financial plan in place to meet their requirements for the coming season.
- Contractual arrangements between the club and players are **NOT** permitted, such as the arrangements commonly in place at commercial football academies and similar.

12.3 Every member must be affiliated to its appropriate County Football Association.

12.4 No team shall be admitted to membership of the League unless the same be operated as an amateur team of a club.

An amateur team is one whose members personally pay their own subscriptions, contribute to their own travelling expenses and have not received or will not receive, directly or indirectly, remuneration or consideration of any kind whilst their team is competing in the League's competitions.

12.5 The League's Competition will comprise such divisions, cup competitions and participating teams as the Management Committee may from time to time decide.

The League's Competition comprises a Premier Division, and such other divisions deemed appropriate. This provision includes provision for development divisions for specific age groups. In all divisions the participating number of teams must NOT exceed sixteen.

12.6 Any Club admitted to membership will be allocated a place within the divisional structure, at the discretion of the Management Committee.

Membership of age-specific development divisions shall be open to Member Clubs and other Clubs by the invitation of the Management Committee.

12.7 A Member Club's team qualifying for membership to the Premier Division, may **NOT** be promoted should their ground and facilities fail to meet the facilities standards laid down from time to time by the Management Committee.

In addition, any existing Member Club, whose team already occupies a place in the Premier Division may be denied membership of that Division and relegated should their ground facilities, following inspection, repeatedly fail to meet the standards in place at the time.

12.8 Membership shall not be transferable.

13. LEAGUE MEMBERSHIP

13.1 Every Club shall deliver to the Company an application for membership of the Company in such form as the Directors may require which shall be signed (in the case of a Club) for and on behalf of the Club by two of its Directors (in the case of companies) or officers (in the case of an unincorporated association).

The membership application form when completed and signed should be deposited with the League Secretary of the Company:

THE LANCASHIRE AND CHESHIRE AMATEUR FOOTBALL LEAGUE LIMITED

We, (name) of (address)
director/ officer
and
(name) of (address)

director/officer being directors/officers of [Name] Football Club (the 'Club') having been provided with a copy of the Articles of Association of the Lancashire and Cheshire Amateur Football League Limited (the 'Company') and a copy of its Competition Rules confirm that we are authorised on behalf of the Club to sign this application and agree on behalf of the Club that if the Club or its duly appointed nominee is accepted into membership of the Company to comply with and be bound by the Articles of Association and Competition Rules of the Company and to procure our duly appointed nominee to so conform to and be bound by the Articles and Competition Rules and to accept, abide by and implement the decisions of the Management Committee of the Company.

If this application for membership is accepted, we, on behalf of the Club, acknowledge that the Club Chairman will act as nominee of the Club and understand and accept that since the Club is an unincorporated association the Nominee's name will be entered in the Register of Members together with such other particulars as shall be required. In the event that such individual wishes to resign as the Club's nominee or in the event that the Club wishes to remove such individual as its nominee we on behalf of the Club undertake to nominate a person forthwith as a replacement, his name shall be entered in the Register of Members as the Club's nominee in the place of the person so resigning or so removed.

Dated:

Signatures:

13.2 A Member may at any time withdraw from the League by giving notice to the Secretary prior to **30th of April** in any year in respect of the next season.

13.3 At a General Meeting the League may expel any member provided **TWO-THIRDS** of the votes cast by those present and entitled to vote do so in favour of such expulsion. A Member which is the subject of the vote being taken shall be debarred from voting.

13.4 The Management Committee may at its discretion propose to terminate the membership of any Member at a General Meeting. The requirements of natural justice shall be respected, and a Member shall be entitled to be heard in its own defence at that meeting.

13.5 The Member Clubs may at their discretion terminate the membership of any Club Member whose behaviour is deemed to have breached the FA Code of Conduct. Specifically, Members may take this action where offences of violent conduct, referee or other abuse attracting a suspension of six or more matches, or accumulated suspensions of seven matches within a two-year period, whether in this League or not, have been Proven. The affected Club Member will have the right of appeal to the League Management Committee, and the appeal must be made in writing to the League Secretary, who will then arrange a hearing.

14. COMPETITION RULES

14.1 The Company may from time to time determine the Rules. The Rules may be altered only at a General Meeting. Such alterations may be made only if **TWO-THIRDS** of the votes cast by those present and entitled to vote are in favour of the relevant proposals.

14.2 Notice of proposed alterations must be in writing and received by the League Secretary in respect of an Annual General Meeting or Extraordinary General Meeting not later than **THIRTY (30)** days prior to the said meeting.

14.3. The Company must give due notice of all such proposed alterations to its members. If there is any inconsistency between the Rules and the Articles the latter shall prevail.

15. GENERAL MEETINGS

15.1 The Company shall prior to **30th of June** in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it.

Not more than **FIFTEEN (15)** months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that the Company holds its first Annual General Meeting within **EIGHTEEN (18)** months of its incorporation, it need not hold it in the year of its incorporation or in the following year.

The Annual General Meeting in each year shall be held at such time and place as the Management Committee shall appoint.

15.2 The Management Committee may call General Meetings and, on the requisition of **TWO-THIRDS** of Members or as otherwise determined by the provisions of the Act, shall forthwith convene a General Meeting for a date not later than **EIGHT (8)** weeks after receipt of the requisition.

Such requisition must be documented in writing by each of the requisitioning Members, stating the relevant subject matter and must give details of any proposals to be made at the meeting. The business will be confined to that subject matter.

16. NOTICE OF GENERAL MEETINGS

16.1 An Annual General Meeting and a General Meeting shall be called by at least **FOURTEEN (14)** clear days' notice, but an Emergency General Meeting may be called by shorter notice.

16.2 The Notice shall specify the time and place of the meeting and the Agenda, the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The Notice of the Annual General Meeting shall state when the Company's audited accounts will be presented. The meeting will be minuted.

16.3 The Notice shall be given to all the Members and the Members of the Management Committee and Auditors.

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

17. PROCEEDINGS AT GENERAL MEETINGS

17.1 No business shall be transacted at any meeting unless a quorum is present. **FIFTY (50)** per cent of persons entitled to vote upon the business to be transacted, each being a member, shall be a quorum.

Members who have withdrawn their membership of the League during the season being concluded shall be entitled to attend the Annual General Meeting but shall vote only on matters relating to the season being concluded.

17.2 If such a quorum is not present within **THIRTY (30)** minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such other time as the Management Committee may determine.

17.3 In the absence of the Chair, the Vice-Chair or another Officer nominated by the members of the Management Committee shall preside as chair of the meeting.

17.4 If no Member of the Management Committee is willing to act as chair, or if no Member of the Management Committee is present within **FIFTEEN (15)** minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair.

17.5 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting. When a meeting is adjourned notice of the re-arranged meeting shall be given.

17.6 A resolution put to the vote of a meeting shall be decided on a show of voting cards unless a ballot is demanded.

(a) by the Chair; or

(b) by at least **FIFTY (50)** per cent of those having the right to vote at the meeting.

17.7 A declaration of the result of a resolution by the Chair shall be recorded in the minutes of the meeting and shall be conclusive evidence of the number or proportion of the votes recorded in favour of or against the resolution.

17.8 The demand for a ballot may, before the ballot is taken, be withdrawn with the consent of the Chair and a demand so withdrawn shall not invalidate the result of a show of voting cards.

17.9 A ballot shall be taken as the Chair directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the ballot. The result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.

17.10 In the case of an equality of votes, whether on a show of voting cards or via a ballot, the Chair shall be entitled to a casting vote in addition to any other vote he/she may have.

17.11 A ballot demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A ballot demanded on any other question shall be taken either forthwith or at such other time and place as the Chair directs, not being more than **THIRTY (30)** days after the ballot is demanded.

The demand for a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the ballot was demanded. If a ballot is demanded before the declaration of the result of a show of voting cards and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

17.12 No notice need be given of a ballot 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 (7)** clear days' notice shall be given specifying the time and place at which the ballot is to be taken.

17.13 If at any meeting the Members do not approve an amendment to any of the Rules and/or to any change to the dues to be paid by the Members to the Company, the Rules and/or dues in force immediately before the meeting shall continue in force.

17.14 The Chair of the meeting has a discretion to permit other persons who are not members of the Company to attend and speak at a General Meeting. The names of such persons shall be recorded in the minutes of the meeting.

18. VOTING RIGHTS

18.1 On a show of voting cards or a ballot every Member present in person shall have one vote, i.e. each Member Club shall be entitled to **ONE** vote only and each member of the Management Committee present shall have **ONE** vote.

18.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid.

Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

18.3 Members' reserve power

(1) The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

19. WRITTEN RESOLUTION OF MEMBERS

19.1 (a) Subject to Article 17.6 (b), a written resolution of Members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a General Meeting of the Company.

(b) The following may not be passed as a written resolution and may only be passed at a General Meeting:-

(i) a resolution under section 168 of the Companies Act 2006 for the removal of a Director before the expiration of his period of office; and

(ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.

19.2 On a written resolution every Member has **ONE** vote.

20. NUMBER OF MEMBERS OF THE MANAGEMENT COMMITTEE

20.1 Unless otherwise determined by ordinary resolution, the number of Members of the Management Committee shall be subject to a maximum of **SIXTEEN (16)** but shall be not less than **FIVE (5)**.

21. MANAGEMENT COMMITTEE POWERS

21.1 Subject to the provisions of the Act, the Articles and any directions given by special resolution, the business of the Company shall be managed by the Management Committee which may exercise all the powers of the Company.

No alteration of the Articles and no such direction by special resolution shall invalidate any prior act of the members of the Management Committee. The powers given by this regulation shall not be limited by any special power given to the members of the Management Committee, at a meeting of the Management Committee at which a quorum is present and may exercise all powers exercisable by the Management Committee.

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

21.3 The Management Committee may require attendance at its meetings of any personnel of a Member Club. It will adjudicate on Members' complaints, protests and appeals. It may impose monetary and/or other penalties for non-compliance with, or breaches of the Rules and/or Articles.

21.4 The Management Committee may at its discretion suspend the participation of a Member Club in matches, pending disciplinary action by the Football Association, if it believes there is a considerable risk to referees or participants from other member clubs. The League is a 'Respect League' and, as such, behaviour will be expected to meet the League Management Committee's stipulated standards.

21.5 If a current or previous Member of a Club has been convicted of a criminal act connected with football, the Management Committee reserve the right to refuse a new registration of such a player, or another role as a Club Official within the League.

21.6 In the event that the FA or Police fail to deal with the perpetrator(s) of an act of violence on or off the pitch, for which the League has evidence beyond reasonable doubt that it occurred, the League shall have the power to prevent the perpetrator(s) from being registered as a player or team official.

22. DELEGATION OF THE MANAGEMENT COMMITTEE POWERS

22.1 The Management Committee may delegate any of its powers to any committee consisting of two or more members of the Management Committee or other persons. It may also delegate to any member of the Management Committee holding any executive office such of its powers as it considers desirable to be exercised by them.

Any such delegation may be made subject to any conditions the Management Committee may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of the Management Committee so far as they are capable of applying.

23. APPOINTMENT AND RETIREMENT OF MEMBERS OF THE MANAGEMENT COMMITTEE

23.1 The Member Clubs entrust the Directors and Management Committee to make decisions, change rules and policy, and formulate the Management Committee for the good of the League. If the Members wish, they may call for an item to be added to the Annual General Meeting agenda to vote out the entire Management Committee under item 8.A.5 of the Rules, and to propose an entirely new Management Committee.

23.2 Elections of Officers and other Members of the Management Committee shall be by vote or ballot held at the Annual General Meeting of the Company. Officers must be Directors of the Company.

The Management Committee will nominate an individual from within the League to serve as its President for the forthcoming season, subject to the approval of the Members at the AGM. The President shall serve for **ONE** year.

23.3 Every Member at the Annual General Meeting and entitled to vote thereat shall have **ONE** vote for each vacancy to be filled or (as the case may be) shall be entitled to complete one ballot paper.

23.4 Nominations for any vacancy on the Management Committee or for the position of an Officer must be submitted in writing to the Secretary at least **SIXTY (60)** clear days prior to the Annual General Meeting and each nomination must be supported by **TWO (2)** Members.

Any nominees for a vacancy must be checked for qualifications and suitability. These checks may include past disciplinary history or DBS. If the Board of Directors agree to the person, they will be recommended to the Annual General Meeting for a vote to take place. If there is no vacancy, then there is no requirement for nominations.

23.5 The Management Committee may nominate Vice-Presidents.

23.6 Upon election, Officers shall serve for **ONE** year but shall be eligible for re-election upon retirement. For the avoidance of doubt a person cannot be appointed to serve in more than one of the roles of Chair, Secretary or Treasurer at the same time.

23.7 Upon election all Members of the Management Committee shall serve for **ONE** year but shall be eligible for re-election upon retirement.

23.8 The Board of Directors may appoint a person who is willing to act to be a Member of the Management Committee, either to fill a vacancy or as an additional member of the Management Committee, provided that the appointment does not cause the total number of members of the Management Committee to exceed any number fixed by or in accordance with the Articles as the maximum number of Members of the Management Committee.

A member of the Management Committee so appointed shall hold office only until the next following Annual General Meeting. If not re-appointed at such Annual General Meeting, they shall vacate their office at the conclusion thereof.

23.9 Subject as aforesaid, a member of the Management Committee who retires at an Annual General Meeting may, if willing to act, be re-appointed. If not reappointed, they shall retain office until the meeting appoints someone in their place or, if it does not do so, until the end of the meeting.

24. DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE MANAGEMENT COMMITTEE

24.1 The office of a Member of the Management Committee (including Officers) shall be vacated if:

- (a) they cease to be a member of the Management Committee by virtue of any provision of the Act or they become prohibited by law from being a member of the Management Committee; or
- (b) they become bankrupt or make any arrangement or composition with their creditors generally; or
- (c) they are, or may be, suffering from mental disorder and either:
 - (d) they are 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 1984; or
 - (e) An order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to their property or affairs; or
- (f) they resign their office by notice to the Company; or
- (g) they are suspended from all football activity by the Football Association; or
- (h) they shall for more than **SIX (6)** consecutive months have been absent without permission of the Members of the Management Committee from meetings of the Management Committee and the Members of the Management Committee resolve that their office be vacated.

25. MANAGEMENT COMMITTEE RENUMERATION

25.1 The provisions of the Articles as to the remuneration of members of the Management Committee shall apply.

An honorarium agreed by the Directors can be payable to Management Committee Members, as per Article 10.

26. MANAGEMENT COMMITTEE EXPENSES

26.1 The Members of the Management Committee may be paid all travelling, hotel, and other expenses properly incurred by them in connection with discharge of their duties of their role on the Management Committee or sub-committee of the Management Committee.

27. MANAGEMENT COMMITTEE APPOINTMENTS AND INTERESTS

27.1 Subject to the provisions of the Act and the Articles, the Management Committee may appoint one or more of their number to any role for the provision of any services outside the scope of the ordinary duties of a member of the Management Committee.

The Chair will allocate elected persons to Management Committee roles.

27.2 A Member of the Management Committee shall disclose the nature and extent of any material interest of theirs, which could have any impact on the business of the League.

27.3 Any Member of the Management Committee who has disclosed a material interest shall not take part in discussion or vote on that matter.

28. MANAGEMENT COMMITTEE PROCEEDINGS

28.1 Subject to the provisions of the Articles, the Management Committee may regulate its proceedings as it thinks fit.

The Management Committee shall meet monthly, or a meeting may be called by the Chair or **THREE (3)** Members of the Management Committee.

The League Secretary shall call the meetings of the Management Committee.

28.2 The quorum for the transaction of the business of the Management Committee may be fixed by the members of the Management Committee and unless so fixed at any other number shall be **50%** of Members.

28.3 The continuing members of the Management Committee or a sole continuing member of the Management Committee may act notwithstanding any vacancies in its number, but, if the number of members of the Management Committee is less than the number fixed as the quorum, the continuing members of the Management Committee or member of the Management Committee may act only for the purpose of filling vacancies or of calling a General Meeting.

28.4 In the absence of the Chair, the Vice-Chair or another Officer nominated by the members of the Management Committee shall preside as chair of the meeting.

28.5 All acts by a meeting of the Management Committee, or of a committee of the Management Committee, or by a person acting as a member of the Management Committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any member of the Management Committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Management Committee and had been entitled to vote.

28.6 A resolution agreed electronically by a majority of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee.

28.7 A Member of the Management Committee shall not vote at a meeting of the Management Committee or of a committee of the Management Committee on any resolution concerning a matter in which they have, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the League.

28.8 A Member of the Management Committee shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.

28.9 Questions arising at a meeting shall be decided by a majority of votes, each Member of the Management Committee having **ONE** vote. In the case of an equality of votes, the Chair shall have a second or casting vote.

28.10 If a question arises at a meeting of the Management Committee or of a committee of the Management Committee as to the right of a Member of the Management Committee to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and their ruling in relation shall be final and conclusive.

29. MANAGEMENT COMMITTEE MINUTES

29.1 The Management Committee shall cause minutes to be recorded:

- (a) of all appointments made by the Management Committee; and
- (b) of all proceedings at meetings of the League, and of the Management Committee, and of sub-committees of the Management Committee, including the names of the members of the Management Committee present at each such meeting.
- (c) Minutes will be issued to Members if requested.

30. LEAGUE ADMINISTRATION

30.1 All financial dues to the Company by its Members must be paid within **FOURTEEN (14)** days from the Company's notification thereof to a Member.

30.2 The Company's financial accounts will be audited annually by persons so appointed at its Annual General Meeting and such appointed persons may not include a member of the Management Committee.

30.3 Members shall have a right by written request to inspect all accounting records or other book or document of the Company.

30.4 All correspondence from the Company to a Member must have a written response from the Member within **SEVEN (7)** days of the date of the correspondence, unless a longer or shorter period be indicated by the Company.

All formal Company correspondence will be conducted using email **ONLY**.

30.5 The use by Clubs or Management Committee of electronic communication in the place of written responses is acceptable to the Company, but such means should not be exercised by Clubs or Committee to discredit or otherwise cause offence to other Member Clubs, their officials or players or referees or Members of the Management Committee by the circulation of such offending information to any other person or body, within the membership of the League or outside such jurisdiction (bringing the League into disrepute).

Any complaints against another Member Club or Management Committee Member or player or referee should be exercised through the League Secretary in accordance with Rule 7.

Any Club or Management Committee Member failing to comply will be deemed to be in breach of Rule 7.

30.6. Any notice to be given to or by any person pursuant to the Articles shall be in writing using email.

30.7 A Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

31. COMMUNICATIONS

31.1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a Member by being made available on a website.

31.2 (a) If the Company sends or supplies notices or other documents by email and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents **TWENTY-FOUR (24)** hours after they were sent or supplied.

(b) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

32. COMMERCIAL AGREEMENTS

32.1 The Board of Directors, without prejudice to its existing rights, powers, and duties in connection with the management of the business and affairs of the Company, shall have full authority at its discretion to negotiate and procure the Company to enter into any Commercial Agreement and the Clubs shall comply with all obligations on their part which may be contained or referred to in any such Commercial Agreement.

32.2 All profits deriving from Commercial Agreements shall belong beneficially to those Clubs which are Members of the Competition throughout the season in respect of which those profits are made.

32.3 Withdrawal from the League as per Rule 13 for whatever reason shall not affect the accrued right to a share of benefits under clause 32.2 above of any Member.

32.4 Any Club failing to fulfil the requirements of any Lancashire and Cheshire Amateur Football League Limited Sponsorship Agreement may, at the discretion of the Management Committee, have their share or part share of any benefit to them from the sponsorship withheld.

33. INDEMNITY

33.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Member of the Management Committee may otherwise be entitled, every Member of the Management Committee or other officer or auditor of the Company 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 in relation to the affairs of the Company.

33.2 The Directors (or Management Committee) may decide to purchase and maintain insurance at the expense of the League, for the benefit of any relevant member in respect of any relevant loss.