

INDEX

Title	06
Head Office	06
Objects and Powers	06
Elections and Ballots	08
Management Committee	08
Management Committee Meetings	12
The Chairman	13
Senior Staff Team	14
The Chief Executive	16
Members	18
Subscriptions	20
Membership	21
Misconduct	21
Delegates	23
Delegates' Conferences	23
Industrial Action	27
Accounts	27
General Fund	28
Accident Fund	28
The Professional Footballers' Association Charity	29
Auditors	29
Disputes	29
Rules	30
Amalgamation	31
Dissolution	31
Remuneration	31
Interpretation and Definitions	31
Notices	32
Annex A - Nomination Form	34
Annex B - The Professional Footballers' Association Charity	35

DEFINITIONS

'Chief Executive' shall mean the individual appointed to be responsible to the PFA for the supervision and control of the administration of the PFA and of its officers and staff.

'Written Notice' shall have the meaning given in Rule 28.

'Delegate' shall mean the individual appointed within each football club to represent the members of it (in accordance with Rule 14).

'Management Committee' shall mean the executive committee (in accordance with Rule 5).

'The Act' shall mean the Trade Union and Labour Relations (Consolidation) Act 1992.

'Senior Staff Team' shall mean the senior management team of the Professional Footballers' Association (in accordance with Rule 8).

'The Professional Footballers' Association Charity' or 'The Charity' shall mean The Professional Footballers' Association Charity as registered with the Charity Commission with the registered number 1150458.

PFA MANAGEMENT COMMITTEE

Ben Purkiss, Chairman
Asmir Begovic
Matt Bloomfield
Andy Butler
Peter Clarke
George Friend
Lee Grant
Tom Heaton
Stephanie Houghton
Matthew Jarvis
Mile Jedinak
John Mousinho
Mark Roberts
Paul Robinson
Mat Sadler
Casey Stoney
Andy Taylor
Peter Vincenti
Jonathan Walters

PFA CHARITY TRUSTEES

Gordon Taylor OBE, PFA Chief Executive (ex-officio)
Darren Wilson, PFA Director of Finance (ex-officio)
Chris Powell (nominated by the Management Committee)
David Weir (nominated by the Management Committee)
Brendon Batson OBE (co-opted by the Trustees)
Garth Crooks OBE (co-opted by the Trustees)
Gareth Griffiths (co-opted by the Trustees)
Paul Elliott CBE (co-opted by the Trustees)

PFA STAFF LIST

Gordon Taylor OBE (Chief Executive)
Bobby Barnes (Deputy Chief Executive)
John Bramhall (Deputy Chief Executive)
Darren Wilson (Director of Finance)
Simon Barker (Assistant Chief Executive)
Nick Cusack (Assistant Chief Executive)
Richard Jobson (Assistant Chief Executive)
Paul Allen (Senior Executive)
Ritchie Humphreys (Delegate Liaison Executive)
Scott McGleish (Delegate Liaison Executive)
Fabrice Muamba (Delegate Liaison Executive)
Michael Bennett (Head of Player Welfare)
Louise Pearson (Office Manager)
Zoe Hinchliffe (PA to Gordon Taylor OBE and John Bramhall)
Gemma Davies (PA to Bobby Barnes)
Carol Hicks (London Office Manager)
Jenny Wood (Finance Manager)
Jayne Bailey (Finance Assistant)
Tracey Parkinson (Finance Assistant)
Vicky White (PA to Delegate Liaison)
Aislinn Gregg (Admin Assistant)
George Bowyer (Independent Registration Service Advisor)
Roz Stott (Front of House)

COACHING

Jim Hicks (Head of Coaching)
Jimmy Armfield CBE (Technical Consultant)
Julian Hayes (Office Manager)
Neil Bailey (Coach Educator, North West)
Andy Barlow (Coach Educator, Yorkshire)
Brian Borrows (Coach Educator, East Midlands)
Mike Cook (Coach Educator, South West)
Chris Fairclough (Coach Educator, Midlands/Equalities)
Steve Guinan (Coach Educator, South West)
Steve Greaves (Coach Educator, South East)
Mark Jules (Coach Educator, North West/Equalities)
Ian Kerr (Coach Educator, North East)
Geoff Lomax (Coach Educator, North West)
Louise Newstead (Coach Educator, South East)

Gifton Noel-Williams (Coach Educator, South East)
Iffy Onuora (Coach Educator, South Central/Equalities)
Iain Sankey (Coach Educator, West Midlands)
Stephanie Lunn (Administrator)

COMMUNITY

John Hudson (Director of Corporate Social Responsibility)
Dennis Leman (Community Liaison Executive, North)
Dave Palmer (Community Liaison Executive, South)

EDUCATION

Pat Lally (Director of Education)
Oshor Williams (Assistant Director of Education)
Paul Raven (Education Executive)
Kris Irwin (PFA/ULF Project Manager)
Alan Irwin (PFA/ULF Development Officer)
Stephen Raynor (PFA/ULF Education Advisor)
Riz Rehman (PFA/ULF Education Advisor)
Shane Birtles (PFA/ULF Administrative Support)

ENTERPRISES

George Berry (Commercial Director, North)
Colin Hill (Commercial Director, South)
Philip Baylis (Commercial Executive, North)
Claire Burrows (Administration)

EQUALITIES

Simone Pound (Head of Equality and Diversity)
Terry Angus (Equalities Executive Community)
Jason Lee (Equalities Executive Education)

IT

Jon Kilburn (Director of IT and Digital Communications)
Ben Simpson (Digital Communications Executive)
Holly Gartside (Digital Communications Assistant)
Simon Green (Trainee IT Manager)
Chris Joslin (IT Support Technician)
Oliver Martin (Membership)

PLAYER MANAGEMENT

Matthew Buck (Director of Player Management)
Marie-Christine Bouchier (Player Management Executive)



Rules of the Professional Footballers' Association

Printed July 2016
All Previous Rules Rescinded

1. TITLE

This Association is a Trade Union of Football Players who are registered at a professional football club in England or Wales. It is called the "Professional Footballers' Association" and is hereinafter referred to as the "PFA".

2. HEAD OFFICE

The Head Office of the PFA shall be at 20 Oxford Court Bishopsgate Manchester M2 3WQ or such other place as the Senior Staff Team shall determine from time to time.

3. OBJECTS AND POWERS

The objects of the PFA shall be:

- (1) To promote and protect the interests of members and former members and to safeguard their rights including, without limitation, their interests and to regulate relations with their current or former professional football club employers.
- (2) To provide legal assistance to members and former members where the PFA at its absolute discretion deems appropriate including, without limitation, in any matter arising out of a member's or former member's involvement in professional football.

- (3) To assist members who are on a transfer list or disengaged or desirous of changing clubs in securing fresh engagements, subject to compliance with the regulations of any relevant footballing authorities.
- (4) To administer the General and Accident Funds of the PFA and any other funds which may hereafter be established.

The powers of the PFA shall be:

- (1) To establish limited companies and to enter into financial and commercial ventures.
- (2) To negotiate transfers to make contracts and/or to take any steps as may seem appropriate to promote the settlement of disputes between members and former members and employers and employer's associations.
- (3) To negotiate with and to become affiliated to or associated with societies, associations or other trades unions, wherever located, concerned with matters of interest to the PFA and/or its members.
- (4) To purchase or by any other means acquire and take options over any property of whatever kind and any rights and privileges or interests of any kind in or over and in respect of any property.
- (5) To sell, improve, manage, prepare, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the PFA.
- (6) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing in such manner as may be authorised by the Management Committee or the Trustees where appropriate.
- (7) To indemnify out of the PFA's assets any officers, employees or authorised representatives of the PFA against any losses, damages, costs and demands made against them in respect of any acts or omissions in or arising out of the ordinary course of their official duties for the PFA.
- (8) To purchase and maintain insurance, at the expense of the PFA, for the benefit of any officer, employee or authorised representative in respect of any loss or liability which has been or may be incurred by such an officer, employee or authorised representative in connection with that individual's duties or powers in relation to the PFA.

- (9) To do all such things as are reasonably incidental or conducive to the attainment of the above objects or any of them as the Management Committee, in its sole discretion, considers advisable in the interests of the members or likely directly or indirectly to benefit the PFA or any member of it including the giving of any guarantees, or security of any kind in respect of the liabilities of any other company, organisation or individual to attain such objectives.

4. ELECTIONS AND BALLOTS

- (1) Entitlement to vote shall be accorded equally to all members of the PFA.
- (2) The procedure for an election shall be in accordance with Rules 5 and 7 and the PFA's rules for the conduct of postal and electronic ballots, which will be adopted from time to time by the Management Committee and will be available to members on request.

5. MANAGEMENT COMMITTEE

- (1) The Management Committee shall be the governing body of the PFA. It shall endeavour to represent the views of the members and shall give direction on strategy and policy to the Senior Staff Team and shall consist of a minimum of 8 members and a maximum of 20 members at any one time. The Chairman and Chief Executive shall both be members of the Management Committee. The Chairman shall have the right to vote and have a second vote (in accordance with Rule 6(4)); the Chief Executive shall have no right to vote (in accordance with Rule 9(9)).
- (2) No member shall be eligible for election or re-election to the Management Committee if he/she holds a managerial position, which term includes player/manager or player/assistant manager or player/coach or any other managerial position which in any way could conflict with the proper performance of his/her Management Committee duties, subject always to the decision of the other members of the Management Committee who may agree that such member may be eligible for election or re-election notwithstanding his/her position.
- (3) If a member of the Management Committee is appointed to a managerial position, as defined in Rule 5(2), he/she shall automatically cease to hold office as a member of the Management Committee, subject always to the decision of the other members of the Management Committee who may agree that such member may remain a member of the Management Committee for the

remainder of his/her term of office notwithstanding the change in his/her position.

- (4) Each member of the Management Committee shall be elected to that position in accordance with these Rules. Each candidate for such a position must be nominated by a minimum of two Delegates.
- (5) In the case of the election of the members of the Management Committee, not less than 3 months before the date fixed for the A.G.M. next following the Chief Executive shall draw up and publish to all members a timetable:
 - (a) for identifying the requisite number of vacancies;
 - (b) for seeking and receiving nominations;
 - (c) for checking and approving nominations by the Management Committee;
 - (d) for the compilation and circulation of election addresses;
 - (e) for the printing, distribution and return of voting papers;
 - (f) for the counting of voting papers and for the declaration of the result; and
 - (g) for the receipt and resolution of any complaints alleging breach of the election procedure.
- (6) Every such nomination shall be made in writing (in the format set out at Annex A) and shall be signed by the candidate and by the nominator and seconder. The completed nomination shall be sent to the Chief Executive at the Head Office and shall thereafter be checked and approved by the Management Committee or the Chief Executive on its behalf. The Chief Executive shall then draw up a list of properly nominated candidates.
- (7) If, having received all nominations, the election or re-election for membership of the Management Committee is uncontested, then the Chief Executive shall dispense with the need for a ballot and declare the result of the election.
- (8) Any person elected a member of the Management Committee shall take up office for the period

commencing with the termination of the A.G.M. at which his/her election is announced and terminating at the termination of the fourth A.G.M. next following. A member of the Management Committee whose term has or is to expire at the next AGM may, if eligible and duly nominated, stand in an election to serve a subsequent term.

- (9) In the event of death, incapacity, resignation, or expulsion of any member of the Management Committee the remaining members of the Management Committee may co-opt a temporary observer until the position is filled by a ballot of the members. Such co-opted observer shall have no right to vote at any Management Committee meetings.
- (10) A member shall only be entitled to apply for re-election if he/she has attended at least 50% of meetings held during the expired portion of his/her term of office, subject always to the discretion of the other members of the Management Committee who may agree that such member may apply for re-election notwithstanding that he/she may not have attended 50% of meetings.
- (11) Members of the Management Committee shall be entitled to receive reimbursement of all reasonable out of pocket expenses incurred in the performance of their duties.
- (12) A member of the Management Committee may only be removed by the Delegates at an A.G.M. or Special Meeting or in accordance with Rules 6(7) or 10(8). Any member of the Management Committee may be suspended by a majority decision of the other members of the Management Committee if they conclude that there is a prima facie case that the member has been guilty of conduct prejudicial to the interests of the PFA. Such a charge shall be communicated with all available evidence to the member at least 14 days before the meeting at which it is proposed to consider suspension. Suspension shall remain in place at the discretion of the other members of the Management Committee until the next AGM or Special Meeting when the matter can be considered by the Delegates and the member shall have a full and fair opportunity to present any defence.
- (13) All bona fide acts of any meeting of the Management Committee or any person acting under expressly delegated authority of the Management Committee shall be valid notwithstanding that it be afterwards discovered that there was some defect in the appointment of the Management Committee or of any member of the Management Committee.

- (14) A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of the meeting of the Management Committee shall be as valid and effective as if it had been passed at a meeting of the Management Committee duly convened and held.
- (15) The duties of the Management Committee shall be to:
- (a) constitute the supreme governing body of the PFA;
 - (b) represent the views of the members and to give direction on strategy and policy to the Senior Staff Team;
 - (c) guide the Senior Staff Team to conduct the affairs of the PFA in furtherance of its objects;
 - (d) review the expenditure of all non-charitable funds from time to time;
 - (e) to set the duties and terms of service of the Chairman;
 - (f) in the absence of the Chairman appoint an alternative member of the Management Committee to act in his/her place;
 - (g) appoint the nominated Trustees of The Charity from time to time;
 - (h) appoint a sub-committee or sub-committees to investigate any special or urgent business and thereafter to make recommendations to the Management Committee;
 - (i) appoint, when required, a Disciplinary Sub-Committee to hear disciplinary charges in accordance with Rule 13;
 - (j) hear disciplinary appeals of members in accordance with Rule 13(7);
 - (k) cause records to be kept of:
 - (i) the appointment, removal, suspension and resignation of members of the Management Committee;
 - (ii) the names of members present at each meeting of the Management Committee; and
 - (iii) all orders resolutions and proceedings of A.G.M's, Special Meetings, Regional Meetings and all meetings of the Management Committee and its sub-committees.

- (16) The Management Committee may, by resolution, delegate all day-to-day ministerial functions to the Senior Management Team.
- (17) The members of the Management Committee shall maintain any information concerning the business or personal affairs of the PFA or its members as confidential and shall only use such information as necessary to carry out their duties.

6. MANAGEMENT COMMITTEE MEETINGS

- (1) The business of the Management Committee shall be conducted in formal meetings. The Chief Executive, the Chairman or any 2 members of the Management Committee may cause a meeting of the Management Committee to be convened. At least 7 clear days' notice of every meeting of the Management Committee (or such shorter notice as may subsequently be accepted by all the members of the Management Committee entitled to attend and vote) shall be sent by the Chief Executive to every member of the Management Committee. The accidental omission to give notice of a meeting to or the non-receipt of notice by any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- (2) The Management Committee will meet at least twice in each calendar year and may adjourn or otherwise regulate its meetings as the members of the Management Committee shall think fit.
- (3) The quorum necessary for the transaction of business shall be 40% of the members entitled to attend and vote.
- (4) Questions arising at a Management Committee meeting shall be decided by a majority of votes cast and the Chairman shall have a second and casting vote in the event of a tie in the voting.
- (5) No member of the Management Committee shall be entitled to appoint a proxy to vote in his/her stead at any meeting of the Management Committee.
- (6) For the purposes of this Rule a member of the Management Committee shall be deemed to be present at a meeting where he/she is able to communicate to the other members any information or opinions he/she has on any particular item of the business of the meeting regardless of where the member is and how he/she communicates with the meeting.

- (7) Any member who fails to attend at least 50% of the Management Committee meetings in the first 2 years of their tenure as a member of the Management Committee shall be automatically removed from their position on the Management Committee unless at the discretion of the Management Committee on a case by case basis they are permitted to remain in that role.

7. THE CHAIRMAN

- (1) The PFA shall have a Chairman who shall be elected in accordance with Rule 4 and this Rule and who shall hold office for 5 years unless s/he resigns or is removed.
- (2) For the election of the Chairman of the Management Committee, not less than 3 months before the date fixed for the A.G.M. next following the Chief Executive shall draw up for the approval of the Management Committee a timetable:
- (a) for seeking and receiving nominations;
 - (b) for the Management Committee to check and approve nominations;
 - (c) for the submission of each candidate's written election address;
 - (d) for the compilation and circulation of election addresses;
 - (e) for the printing, distribution and return of voting papers;
 - (f) for the counting of voting papers and for the declaration of the result; and
 - (g) for the receipt and resolution of any complaints alleging breach of the election procedure.
- (3) The timetable, when approved, will be published to all members.
- (4) If, having received all nominations, the election or re-election for the Chairman is uncontested, then the Chief Executive shall dispense with the need for a ballot and declare the result of the election.
- (5) The Chairman shall have authority to act in the name of the PFA between meetings of the Management Committee provided that:

(a) the Chairman acts with reasonable skill and care at all times;

(b) the Chairman does not act so as to risk bringing the PFA or any of its members or officers into disrepute;

(c) the Chairman shall not exercise powers under sub-Rule (5) where it is reasonably practicable to defer consideration of the action in question to the next meeting of the Management Committee and/or for the matter to be referred to and dealt with by the Senior Staff Team;

(d) any act or omission pursuant to this Rule shall be subject to ratification by the Management Committee at its meeting next following the action;

(e) the Chairman shall not have authority to authorise or endorse the taking of any strike or other industrial action.

(6) Any action taken by the Chairman which is alleged not to be in accordance with the powers vested in sub-Rule (5) shall be considered at the next meeting of the Management Committee.

(7) The Chairman shall take up office for the period commencing with the termination of the A.G.M. at which his/her election is announced following the procedure set out in this Rule and terminating at the termination of the fifth A.G.M. next following. The Chairman whose term has or is to expire at the next AGM may, if eligible and duly nominated, stand in an election to serve a subsequent term.

(8) The Chairman shall automatically vacate office upon ceasing to be a member of the PFA for whatever reason.

8. SENIOR STAFF TEAM

(1) The Senior Staff Team shall be the senior management team of the PFA. It shall be led by the Chief Executive and shall consist of such senior managers of the PFA as seem appropriate to the Chief Executive for the circumstances from time to time. The Chief Executive shall cause minutes to be taken of their deliberations and decisions, which minutes shall be placed before the next meeting of the Management Committee.

(2) The Senior Staff Team shall have the responsibility for conducting the administration of the PFA on a day-to-day basis subject to the supervision and direction of the Management Committee.

- (3) The duties of the Senior Staff Team shall be to:
- (a) conduct the administration of the PFA between meetings of the Management Committee;
 - (b) meet with and consult with the Chairman and the Management Committee and its members on a regular basis;
 - (c) instruct professional advisors and contractors to provide assistance to the Senior Staff Team in carrying out its functions;
 - (d) appoint and remove Solicitors, Bankers, Accountants, Auditors, Insurance Brokers and such other agents or professional advisers as are deemed necessary;
 - (e) examine and, if appropriate, pass all accounts and authorise all payments;
 - (f) administer the various non-charitable funds of the PFA;
 - (g) invest the non-charitable assets of the PFA in the purchase of such stocks, funds, shares, securities or other investments of whatsoever nature and wheresoever upon such personal credit with or without security as the Senior Staff Team shall think fit;
 - (h) invest, safeguard and keep all funds and property of the PFA received by them in such manner as may, from time to time be authorised by Act of Parliament for the investment of trust funds;
 - (i) examine all accounts and expense claims submitted for payment and make such inquiries as they think appropriate before paying or refusing to pay the same;
 - (j) direct a bank, at which all cash not immediately required by the PFA is placed in an account, to carry out instructions given by not less than any two of the joint signatures of the persons (being members of the Senior Staff Team), named in the direction;
 - (k) defray from the non-charitable funds of the PFA the expenditure incurred by the Senior Staff Team, the Management Committee and Chief Executive and such expenditure as may from time to time be authorised by the Chief Executive, the Senior Staff Team or the Management Committee;

(l) make payments out of the non-charitable funds of the PFA of all and any debts properly incurred by the PFA;

(m) hear disciplinary charges against members in accordance with Rule 13; and

(n) appoint an arbtrator in accordance with Rule 22 below.

(4) Subject to any decision to the contrary by the Management Committee, the Senior Staff Team shall have authority to enter into such transactions and to execute such documents as may be necessary for the proper management and investment of the non-charitable funds of the PFA and shall have the power to borrow money on security or otherwise and to dispose of any non-charitable assets of the PFA.

(5) The Senior Staff Team shall be authorised to take such professional advice as they shall deem necessary, from time to time, to ensure the proper investment and management of the non-charitable funds of the PFA and to defray any expense of taking such advice out of the non-charitable funds of the PFA.

9. THE CHIEF EXECUTIVE

(1) Subject to Rules 5(15)(a) and 8 the Chief Executive shall be responsible to the PFA for the supervision and control of the administration of the PFA and its officers and staff.

(2) The Chief Executive's duties shall be:

(a) to conduct the day to day administration of the PFA with the assistance of the Senior Staff Team and the staff of the PFA;

(b) to convene and, where reasonably practicable, attend all meetings of the Senior Staff Team as Chairman;

(c) to convene and attend all A.G.M.'s and Delegates' conferences, meetings of the Management Committee and of its sub-committees, but with power to appoint a member of the Management Committee or another employee of the PFA as his/her deputy so to attend;

(d) to arrange for minutes of all Delegates' conferences and meetings of the Management Committee and its sub-committees and of the Senior Staff Team to be taken;

(e) to supervise the general accounts of the PFA and authorise payments in accordance with the bank mandate;

(f) to arrange for the conduct of the PFA correspondence including the preservation of all documents, books and papers received by the Chief Executive and for the preparation of memoranda, circulars, rules, membership cards and other documents as required for issue as necessary to members of the PFA and to others;

(g) to maintain the register of members;

(h) to maintain adequate organisational and publicity arrangements;

(i) to supervise preparation of the agenda for Delegates' conferences and preparation of adequate reports to the A.G.M. of the business conducted on behalf of the PFA since the previous A.G.M. (which shall include therein audited statements of account of the PFA's funds);

(j) to engage, supervise, discipline and dismiss such staff as may be necessary to conduct the work of the PFA and report individual appointments to the Management Committee and the Trustees where appropriate;

(k) to uphold and propagate the policies and decisions of the Delegates' conference, the Management Committee and the Trustees from time to time; and

(l) to perform all such other duties as shall be required of him/her by the Management Committee or by the Trustees or under these Rules or by law.

- (3) The PFA may instruct the Professional Footballers' Association Charity to provide services on business and management skills to it on a consultancy basis, including in the form of a Business Advisory Committee for the purposes of Rule 9(4) and Rule 9(8).
- (4) The Chief Executive shall be elected pursuant to Rule 4 and this Rule. The Chief Executive shall hold office for 5 years unless s/he resigns or is removed. His/her terms and remuneration shall be determined by the Business Advisory Committee. The details of such remuneration will be reported to the members at every A.G.M. and will be recorded at the Certification Office.
- (5) For the election of the Chief Executive, not less than 3 months before the date fixed for the A.G.M. next following the Senior Staff Team shall draw up for the approval of the Management Committee a timetable:

- (a) for seeking and receiving nominations;
 - (b) for the Management Committee to check and approve nominations;
 - (c) for the submission of each candidates' written election address;
 - (d) for the compilation and circulation of election addresses;
 - (e) for the printing, distribution and return of voting papers;
 - (f) for the counting of voting papers and for the declaration of the result; and
 - (g) for the receipt and resolution of any complaints alleging breach of the election procedure.
- (6) The timetable, when approved, will be published to all members for transparency and to encourage nominations.
 - (7) If, having received all nominations, the election or re-election for the Chief Executive is uncontested, then the Chairman shall dispense with the need for a ballot and declare the result of the election.
 - (8) All staff engaged by the Chief Executive shall be engaged as employees of the PFA and shall be engaged upon such terms and at such remuneration as the Chief Executive, acting at the direction of the Business Advisory Committee, may determine.
 - (9) The Chief Executive shall be entitled to speak at all meetings of the Management Committee and of its sub-committees but shall not be entitled to vote.

10. MEMBERS

- (1) Any scholar (whose player registration is held by a professional football club) or professional player of football in England and Wales is entitled to apply for membership on the standard application form obtainable from the PFA.
- (2) Any such application will be considered by the Senior Staff Team at its next meeting. Should the Senior Staff Team be satisfied that to admit an applicant to membership of the PFA would be prejudicial to the interests of the PFA it shall have the right to reject the

application for membership in which event it shall supply the applicant with Written Notice of the rejection and the reason therefore.

- (3) An applicant whose application has been rejected may within seven calendar days of the date of a Written Notice under Rule 10(2) lodge a Written Notice of appeal against such rejection with the Chief Executive.
- (4) The Management Committee shall hear and determine all appeals under Rule 10(3) at their next meeting after receipt of a Written Notice of appeal provided that at least twenty one days' notice in writing of the date of the hearing shall be given to the applicant. At the hearing of such appeal by the Management Committee the applicant shall be allowed if he/she so desires to attend before the Management Committee when his/her appeal is considered and to state his/her case either personally or through some person nominated by him/her.
- (5) If the appeal of an applicant is rejected under Rule 10(4), the applicant shall be notified of his/her rejection and of the reasons for his/her rejection. In the event of rejection, either under Rule 10(2) or on appeal under Rule 10(4) above, the applicant shall be eligible to reapply for membership after the expiry of 12 months from the date of rejection of the appeal by submitting a further application for membership stating any change in circumstances arising since the last application.
- (6) A member's membership shall cease automatically on that person no longer remaining eligible for membership under Rule 10(1).
- (7) The membership of a member shall, subject to Rule 10(8), cease upon the happening of any one of the following events:
 - (a) the expiry of notice of resignation given under Rule 10(10); or
 - (b) expulsion under Rule 13; or
 - (c) the member being in arrears of his/her annual subscription for a period of 26 weeks subject always to the discretion of the Senior Staff Team to continue such membership for such period as it may specify.
- (8) Notwithstanding Rule 10(6) and (7), any member of the Management Committee shall continue in membership of

the PFA until the termination of the meeting of the Management Committee next following the happening of any one of the events specified in Rule 10(6) and (7).

- (9) Any Written Notice required to be sent to a member shall be in accordance with Rule 28.
- (10) A member may resign from membership of the PFA on giving one month's prior Written Notice to the Chief Executive.
- (11) All members shall abide by the Rules of the PFA during their membership and all liabilities whatsoever of the PFA in respect of such membership shall cease upon termination thereof.
- (12) Upon the occurrence of Rule 10(6), a member automatically becomes a former member and is entitled to receive such benefits and assistance as the Senior Staff Team or the Trustees shall determine from time to time in their sole discretion.
- (13) In the event that a member receives any financial support from the PFA, in particular with regard to legal assistance, he/she agrees that the cost incurred by the PFA on his/her behalf is ultimately his/her personal responsibility. In the event that he/she receives any financial payment in consequence of such legal assistance then he/she will repay the cost incurred by the PFA on his/her behalf to the PFA. Alternatively, the PFA shall deduct from any such payments received by the member the costs incurred on his/her behalf. Any amounts paid by the PFA on behalf of the member in such circumstances shall constitute loans from the PFA to be repaid to the PFA if the member succeeds in his/her claim or defence, as the case may be, (whether or not he/she recovers an amount referable to the legal costs incurred).
- (14) All members agree that their image as professional footballers can be used to demonstrate their membership of the PFA in order to promote and support the PFA.

11. SUBSCRIPTIONS

- (1) All members must pay an entrance fee and an annual subscription fee payable on entry with subsequent annual subscription payments by the 31st March of each year. No member shall be entitled to benefits under these Rules unless the PFA has received from a member the full entrance fee and the annual subscription fee payments in cleared funds. The amount of the entrance fee and annual

subscription fee shall be reviewed from time to time by the Management Committee which, if it considers appropriate, will put proposals before the A.G.M. for decision. Any alteration will come into effect on 1st August next following the A.G.M at which such proposals are passed.

- (2) In consideration of his/her duties, any Delegate will be exempt from payment of subscriptions for each year during which he/she is a Delegate.

12. MEMBERSHIP

- (1) The PFA shall provide each member with a copy of these Rules upon joining and paying the appropriate fees and each year a membership card will be supplied.
- (2) The PFA shall provide each member with a copy of any amended Rules as soon as possible following the adoption of such amended Rules in accordance with Rule 23 below.
- (3) The PFA shall allow any member, upon reasonable notice, to ascertain from the PFA's register of members, free of charge and at any reasonable time, whether there is an entry on it relating to him/her.
- (4) The PFA shall, if requested to do so by any member, supply him/her as soon as is reasonably practicable, with a copy of any entry on the register of members relating to him/her.

13. MISCONDUCT

- (1) Disciplinary proceedings shall only be brought against a member in accordance with the procedure laid down by this Rule and only on the ground that he/she is alleged to be guilty of conduct prejudicial to the interest of the PFA or any member.
- (2) Any charge must be in writing giving full details of the alleged offence and signed by no less than three members, none of whom shall be a member of the Management Committee.
- (3) The charge must be lodged with the Chief Executive who will send a copy to the member concerned and invite his/her written response within 14 days of the date of sending. On receipt of a reply or at the end of the 14 days, whichever is the sooner, the Chief Executive will write to the parties notifying them when the charge will be heard by a quorate meeting of the Management Committee Disciplinary Sub-Committee.

- 4) The member concerned shall be allowed if he/she so desires to attend before a quorate meeting of the Management Committee Disciplinary Sub-Committee when the charge is considered to state his/her case either personally or through some person nominated by him/her or to have read out in his/her absence a statement submitted by him/her. Furthermore, he/she shall be entitled to call witnesses. One representative of the signatories to the charge will have the same rights. This process can be adjusted where the circumstances and fairness reasonably dictate.
- (5) After hearing any relevant evidence and/or representations as each side desires to submit, the Management Committee Disciplinary Sub-Committee shall either dismiss the charge or if they find it proved on the balance of probabilities:
 - (a) reprimand the member; or
 - (b) suspend the member from membership for up to a maximum of 12 months; or
 - (c) expel the member from membership.
- (6) Within 7 days of the Management Committee Disciplinary Sub-Committee's decision the Chief Executive shall give Written Notice to the member concerned of the decision.
- (7) Any member against whom the Management Committee Disciplinary Sub-Committee decides that a charge has been proved may, if he/she is dissatisfied with the decision and/or the penalty, appeal to the Management Committee (not including those individuals who have sat on the Management Committee Disciplinary Sub-Committee) by giving Written Notice to the Chief Executive within 14 days of the decision. Upon receipt of such Written Notice the Chief Executive shall call a meeting of the Management Committee. Written Notice of the meeting will be sent to the member and the Management Committee and the procedure to be adopted at the meeting will be the same, subject to appropriate adjustments, as set out in Rule 13(4).
- (8) No decision of the Management Committee Disciplinary Sub-Committee under Rule 13(5) shall take effect until the time for an appeal has expired without notification of an appeal being received by the Chief Executive or until the decision and/or the penalty is confirmed on appeal.

14. DELEGATES

- (1) The members of the PFA in each professional football club shall elect a Delegate who will be their representative in liaison with the Chief Executive of the PFA. It shall be his/her duty to disseminate all information from the PFA to the members and to report members' problems. In addition the Delegate is expected to attend all meetings called by the PFA whether Annual, Special, or Regional and when he/she so attends he/she will be reimbursed his/her reasonable expenses incurred in attending such meetings.
- (2) If a member holds a managerial position, (as defined in Rule 5(2)), he/she shall not be eligible to be appointed as a Delegate.
- (3) If a Delegate is appointed to a managerial position (as defined in Rule 5(2)), he/she shall automatically cease to hold office as a Delegate.

15. DELEGATES' CONFERENCES

- (1) The PFA shall hold a Delegates' conference at which Delegates of the PFA appointed pursuant to Rule 14(1) shall be entitled to attend and vote. Delegates' conferences shall be part of the supervisory and policy-making body within the PFA.
- (2) The PFA shall hold an annual Delegates' conference (known as the A.G.M. for the purpose of these Rules) in each year in addition to any other conferences in that year and shall specify the conference as such in the notice calling it.

The business of the A.G.M. shall be:

- (a) to receive a report from the Management Committee of its activities during the year;
- (b) to receive a report from the Chief Executive;
- (c) to receive a report of progress and the financial position of the PFA;
- (d) to consider any alteration of the Rules;
- (e) to elect and remove members of the Management Committee and the auditors;
- (f) to consider any representations made; and
- (g) any other business.

- (3) The A.G.M. shall be held in November or December each year and at such place as the Management Committee shall appoint and not more than 20 months shall elapse between the date of one A.G.M. and that of the next.
- (4) In addition to the A.G.M. the Management Committee may at any time convene an extraordinary Delegates' conference (known as a Special Meeting for the purposes of these Rules) and must convene a Special Meeting if requested to do so, in writing, for a stated purpose by at least ten percent of the membership of the PFA or of the Delegates appointed pursuant to Rule 14(1) such Special Meeting shall be held within 2 months of receipt by the Chief Executive of such requisition.
- (5) A Delegates' conference shall be convened by the giving of, at least 7 days' notice. Such notice shall be by Written Notice from the Chief Executive to every Delegate at the address or electronic address or number listed for that member in the register of members. A Written Notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. Such notice shall specify the place, day and the hour of the meeting and in the case of a Special Meeting, the general nature of the business of that meeting.
- (6) A Delegates' conference shall notwithstanding that it is called by shorter notice than that specified in Rule 15(5) be deemed to have been duly called if it is so agreed:
 - (a) in the case of a meeting called as the A.G.M. by all the Delegates entitled to attend and vote at it; or
 - (b) in the case of any other Delegates' conference by a majority in number of the Delegates having a right to attend and vote at the meeting.
- (7) The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person or persons entitled to receive notice shall not invalidate the proceedings at that meeting.
- (8) No business shall be transacted at any Delegates' conference unless a quorum of Delegates is present at the time when the meeting proceeds to business and:
 - (a) save as otherwise provided in these Rules no less than 30 Delegates shall be a quorum;

(b) if within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to such other day time and place as the Management Committee may determine and from the time appointed for the meeting the Delegates present shall be a quorum.

- (9) The Chairman of the PFA shall preside as Chairman at every Delegates' conference but if the Chairman shall not be present within 15 minutes after the time appointed for the holding of the meeting or wishes to stand down on a particular issue a member of the Management Committee shall act as Chairman of the meeting and failing that the members present shall elect a Chairman of the meeting.
- (10) The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by a majority of those present and entitled to vote at the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. If a meeting is adjourned for 4 days or more notice of the adjourned meeting shall be given as in the case of an original meeting but no other notice shall be necessary for an adjournment or of the business to be transacted at an adjourned meeting.
- (11) The business of the Delegates' conference shall be conducted in accordance with these Rules provided always that:
- (a) at any Delegates' conference a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is demanded by law or by a motion supported by not less than 30% of the Delegates present in person having the right to vote at the meeting;
- (b) unless a secret ballot be so demanded declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost an entry to that effect in the minutes of that Delegates' Conference shall be conclusive evidence of the fact;
- (c) the demand for a secret ballot may be withdrawn before it is voted upon;
- (d) if a secret ballot is duly demanded it shall be taken in such manner as the Chairman directs in his/her sole

discretion and its result shall be deemed to be the resolution of the meeting at which it was demanded;

(e) in the case of an equality of votes whether on a show of hands or on a secret ballot the Chairman shall be entitled to a casting vote;

(f) at any A.G.M. no proposition may be debated unless either the proposition has been notified to the Chief Executive in accordance with Rule 15(12) or the proposition is in writing and it is agreed by at least two-thirds of those present and voting at the A.G.M. to admit the proposition for debate and a vote. No emergency propositions may be admitted at a Special Meeting; and

(g) on a secret ballot votes must be given personally;

(12) Prior to the day appointed for the commencement of the A.G.M. the following procedure shall apply:

(a) the Management Committee shall publish its intention to provide the Delegates with its report and statement of accounts for the year not less than 4 weeks before the date fixed for the commencement of the A.G.M.;

(b) any Delegates desiring to put any proposition before the A.G.M. shall notify the Chief Executive in writing not less than 3 weeks before of such a proposition. Each proposition shall deal with one subject; and

(c) the Management Committee shall provide Delegates with an agenda for the A.G.M. not less than 2 weeks before the date fixed for the commencement of the A.G.M. together with any proposed amendments to the Rules.

(13) Prior to any Delegates' conference any Delegate wishing to propose any amendment to any proposition set out in the agenda of any Delegates' conference shall if possible give Written Notice of the proposed amendment to the Management Committee not less than 1 week before the date fixed for the start of the Delegates' conference.

(14) No proposition or amendment thereto shall be debated by the PFA in a Delegates' conference unless it is seconded by another Delegate.

(15) Any Delegate attending a Delegates' conference who conducts himself/herself in a disorderly manner may be expelled from the meeting upon a majority of votes of those attending the meeting and entitled to vote.

- (16) The Chief Executive shall have power to convene a Regional Meeting of the Delegates and/or members giving 7 clear days' Written Notice to the appropriate Delegates at the address or electronic address or number listed for that Delegate in the register of members. There shall be no fixed quorum for such meetings. The accidental omission to give notice of a meeting to or non-receipt of notice by a Delegate and/or member shall not invalidate the proceedings at that meeting.

16. INDUSTRIAL ACTION

The Chief Executive or, in his/her absence, a member of the Senior Staff Team, shall call or endorse any industrial action (including strike action) on the prior approval of the Management Committee after a ballot in favour thereof of the relevant members.

17. ACCOUNTS

- (1) The Director of Finance acting in association with the Auditors shall ensure that proper books of account are kept setting out:
- (a) all sums of money received and expended by the PFA and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods and services by the PFA;
 - (c) the assets and liabilities of the PFA; and
 - (d) all such other matters as, according to UK GAAP, should be set out in the books of accounts.
- (2) The Director of Finance shall further perform all such accounting duties as shall be required of him/her by the Management Committee or under these Rules or by law.
- (3) Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the PFA's affairs and to explain its transactions.
- (4) The books of accounts shall be kept at the head office of the PFA and shall be open to inspection:
- (a) by members of the Management Committee; and
 - (b) by any member who wishes to inspect the accounts of the PFA provided the member gives 7 days' Written

Notice to the Chief Executive of the member's wish and indicates the reason for and the object of the member's request.

- (5) For the purposes of allowing inspection as provided for in Rule 17(4), the register of members and members' addresses shall be deemed to be a book of account.
- (6) Upon completion of the annual accounts the Director of Finance shall:
 - (a) cause the accounts to be made available at the A.G.M. of the PFA next following; and
 - (b) cause to be sent to the Certification Officer an annual return as required by the Act.

18. GENERAL FUND

- (1) The Senior Staff Team shall maintain a General Fund for the support of all the financial requirements of the PFA except those specifically otherwise provided for in these Rules.
- (2) All property, other than cash, belonging to the PFA shall be vested in PFA Nominees Limited in trust for the benefit of the PFA.

19. ACCIDENT FUND

- (1) The Senior Staff Team shall maintain an Accident Fund for the payment of provident benefits to members or former members who have suffered injury in the course of their professional duties or otherwise. The payment of benefits is at the discretion of the Senior Staff Team. Any member dissatisfied with a decision of the Senior Staff Team in respect of payment of benefits may appeal this decision to the Management Committee.
- (2) The Senior Staff Team shall be empowered to effect or subsidise such insurance protection for permanent total disability cover - or such other insurances as it shall in its discretion deem necessary in and for the protection of its Accident Fund and its members and former members.
- (3) Any member or former member not covered or inadequately covered, and/or unable to cover the costs of such insurance may apply in writing to the Senior Staff Team for assistance in relation to medical fees and reports. In addition, any member forced to retire through an injury not covered or inadequately covered by insurance may apply for an accident grant.

- (4) Any payment of provident benefits made in relation to Rules 19(2) or 19(3) or howsoever will be subject to the maximum capital sum or annuity allowed by the HMRC to be paid free of tax to a member or former member from time to time, unless at the absolute discretion of the Senior Staff Team, they decide to exceed such maximum amounts.

20. THE PROFESSIONAL FOOTBALLERS' ASSOCIATION CHARITY

The PFA has set up and registered a separate charity with the Charity Commission and further detail is set out in Annex B.

21. AUDITORS

- (1) The accounts of the PFA shall be audited annually immediately prior to the A.G.M. by the Auditors of the PFA in a manner as then required by statute.
- (2) The Delegates in the A.G.M. shall have power to appoint and remove the Auditors on two-thirds of the Delegates present and eligible to vote voting for a resolution for such appointment or removal.

22. DISPUTES

- (1) If any dispute (other than as to the outcome of disciplinary proceedings under Rule 13) arises between any member(s) and the PFA and/or any other member(s), the parties will attempt to settle it by process of mediation with the mediator appointed by mutual agreement of the member(s) and the PFA.
- (2) All disputes arising between any member(s) and the PFA and/or any other member(s), if not resolved by the process of mediation as referred to in Rule 22(1), shall be finally settled by an arbitrator appointed by mutual agreement of the member(s) and the PFA.
- (3) In the event that the member(s) and the PFA are unable to agree upon the choice of arbitrator then the Auditors shall appoint an arbitrator. The appointment by the Auditors shall be final.
- (4) The governing law of any dispute shall be the substantive law of England and Wales.
- (5) The language of the arbitration shall be English and translated into such other language as appropriate on a case by case basis.
- (6) The place of the arbitration shall be Manchester or such other place as appropriate on a case by case basis.

- (7) The members and the PFA hereby undertake to keep confidential the outcome of any arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other information or documents produced or disclosed by the parties or by witnesses in the proceedings not otherwise in the public domain save and to the extent that disclosure may be required of a party by law, to protect or pursue a legal right, to enforce or challenge an award in bona fide legal proceedings before a court, in confidence to that party's professional advisers.
- (8) In the event that one of the parties to an arbitration discloses any information in reliance on such exceptions the disclosing party shall take all reasonable steps to prevent any further disclosure of information.
- (9) Subject to the provisions of sections 67 to 71 of the Arbitration Act 1996, any decision of an arbitrator appointed pursuant to this Rule 22 shall be final and binding on the member. There shall be no right of appeal under section 69 of the Arbitration Act 1996.

23. RULES

- (1) These Rules, including the name of the PFA, may be amended or added to at an A.G.M. or Special Meeting.
- (2) Any amendment or addition may be proposed by either the Senior Staff Team, the Management Committee or any member providing he/she is supported in writing by no less than 10 Delegates. Any such proposal from the Senior Staff Team, the Management Committee or any member shall be set out in writing and addressed to the Chief Executive and must state:
 - (a) the wording of the Rule to be amended as it stands before amendment;
 - (b) the words proposed to be added to or deleted from the Rules; and
 - (c) the proposed wording of the Rule following the alteration proposed.
- (3) On receipt of the proposal the Chief Executive shall either place the matter on the agenda for the next A.G.M. or convene a Special Meeting.
- (4) Any such amendment or addition will only be passed if supported by two-thirds of the Delegates present and

eligible to vote, such amendment or addition to take immediate effect unless otherwise specifically provided.

- (5) The Chief Executive shall supply any member of the PFA with a copy of these Rules upon request, free of charge.

24. AMALGAMATION

The PFA may amalgamate with any other union or unions of employees and/or workers if so determined, or may effect a transfer of engagements to or from any other trade union under the provisions of the statutes regulating such amalgamations and transfers from time to time in force. This will only take place if proposed by the Senior Staff Team and approved by the Management Committee, the Trustees and the Delegates at an A.G.M and passed by a majority of five-sixths of each and thereafter on a postal ballot of the members.

25. DISSOLUTION

The PFA may not be dissolved except by approval of a proposition to that effect by a postal ballot of all members. A proposition to dissolve the PFA shall not be deemed to be approved unless the proposition is approved by five-sixths of those members voting. After discharging all debts and other liabilities legally incurred such funds as remain under the control of the PFA shall be distributed to such charities as the Management Committee shall determine by a resolution passed by a simple majority.

26. REMUNERATION

Except as specifically provided for by these Rules, or by a properly authorised agreement made on behalf of the PFA, no person, whether an officer or member shall be entitled to any remuneration for any services rendered to or on behalf of the PFA provided always that the Management Committee may make provision for members to be reimbursed reasonable out of pocket expenses reasonably incurred on the business of the PFA.

27. INTERPRETATION AND DEFINITIONS

- (1) Any dispute regarding the interpretation of these Rules or arising in a matter where these Rules are silent shall be referred to the Management Committee and, subject to Rule 22 of these Rules its decision upon any matter of interpretation shall be final.
- (2) Words importing the masculine gender shall include the feminine and the neuter and words importing the singular number the plural and vice versa.

28. NOTICES

(1) Save as where the law provides otherwise, written notice to be given under these Rules shall be sent either:

(a) by prepaid first class mail or delivered by the relevant party to the other and shall be deemed to be served, if posted, the day after posting and, if personally delivered, at the time of delivery; or

(b) by electronic means to the electronic address for the time being notified by the member to the PFA.

(2) A notice, document, or information is sent or supplied in electronic form if it is sent or supplied:

(a) by electronic means (for example, by e-mail or fax); or

(b) by any other means while in an electronic form (for example, sending a disk by post).

All references to electronic copy have a corresponding meaning.

(3) A notice, document or information is sent or supplied by electronic means if it is:

(a) sent initially and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data; and

(b) entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electro-magnetic means.

All references to electronic means have a corresponding meaning.

(4) A notice, document or information authorised or required to be sent or supplied in electronic form must be sent or supplied in a form, and by a means, that the sender or supplier reasonably considers will enable the recipient:

(a) to read it; and

(b) to retain a copy of it.

(5) For the purposes of this section, a notice, document or information can be read only if:

- (a) it can be read with the naked eye; or
 - (b) to the extent that it consists of images (for example photographs, pictures, maps, plans or drawings), it can be seen with the naked eye.
- (6) The provisions of this section apply whether the provision of the Rules in question uses the words "sent" or "supplied" or uses other words (such as "deliver", "provide", "produce" or, in the case of a notice, "give") to refer to the sending or supplying of a document or information.
- (7) Any notice, document or information sent or supplied by electronic means shall be sent to the address entered upon the register of members or, if none, then to the care of the member's current club and shall be deemed served 24 hours after the time of sending.

**ANNEX A
NOMINATION FORM**

MANAGEMENT COMMITTEE NOMINATION FORM

Full Name

Please list all the clubs that you have played for.

Why do you want to be on the Management Committee?

What skills do you think you can bring to the Management Committee?

Have you held any roles at any of your clubs or in the community which demonstrate your suitability to being on the Management Committee? If so, please provide details.

What do you feel is the biggest issue facing the PFA at present and what would you do as a Management Committee member to address this?

**ANNEX B
THE PROFESSIONAL FOOTBALLERS' ASSOCIATION
CHARITY**

(1) The PFA has set up and registered a separate charity with the Charity Commission called The Professional Footballers' Association Charity ("the Charity") and it is constituted with the following Objects:

(a) For the benefit of the Beneficiaries:

(i) to advance the education of Beneficiaries. Without prejudice to the generality of the forgoing in particular by undertaking education by vocational training so as to equip them with the necessary skills and knowledge enabling them to gain employment once their careers as professional footballers have ceased, and for the avoidance of doubt this includes the education and training of young people wishing to become professional footballers;

(ii) to promote good health amongst Beneficiaries;

(iii) the relief of such Beneficiaries and their dependants who are in conditions of need, hardship and distress and find themselves in necessitous circumstances;

In Annex B Rule (1)(a)(i) to (iii) inclusive, "Beneficiaries" has the following meaning:

(i) trainee professional footballers;

(ii) young persons registered with professional football academies associated with a club or centres of excellence associated with a club wishing to pursue a career as a professional footballer;

(iii) former trainee professional footballers;

(iv) professional footballers; and

(v) former professional footballers.

In all cases in this definition persons shall play or have played or trained with a club in the English Premier League and or Football League or any successor competition.

For the remainder of the Objects of the Charity the Beneficiaries shall be members of the public at large;

(vi) to advance the education of the public in such ways as the Trustees shall think fit. Without prejudice to the generality of the foregoing to provide education in respect of history, the development and social impact upon English national life of the game of football, including activities such as the preservation and display of artefacts and memorabilia of educational and historic value;

(vii) to support and promote community participation and healthy recreation (including the advancement of amateur sport) by providing facilities for the playing of football and other sports capable of improving physical health, including provision to address drug addiction or addiction of any kind;

(viii) to provide and assist in providing facilities for sport, recreation and other leisure time occupation of such persons who have a need for such facilities by reason of their age, youth, 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;

(ix) to promote social inclusion for the public benefit by preventing people from becoming socially excluded, relieving the needs of those people who are socially excluded and assisting them to integrate into society. For the purpose of this clause "socially excluded" means being excluded from society, or parts of society, as a result of one or more of the following factors:

- Unemployment
- Financial hardship
- Youth or old age
- Ill health (physical or mental)
- Substance use or dependency, including alcohol and drugs
- Discrimination on the grounds of sex, race, disability, ethnic origin, religion, belief, creed, sexual orientation or gender reassignment
- Poor education or skills attainment
- Relationship or family breakdown
- Poor housing (that is housing that does not meet basic habitable standards
- Crime (either as a victim or crime or as an offender rehabilitating into society) and

(x) the furtherance of such charitable purpose or purposes as the directors of the Charity (known as the Trustees) shall from time to time think fit.

- (2) The Charity has the following powers, which may be exercised only in promoting the Objects set out at Annex B Rule (1):
- (a) to co-operate with other bodies;
 - (b) to support, administer or set up other charities;
 - (c) to accept gifts and to raise funds (but not by means of taxable trading);
 - (d) to borrow money;
 - (e) to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
 - (f) to acquire or hire property of any kind;
 - (g) to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
 - (h) to set aside funds for special purposes or as reserves against future expenditure;
 - (i) to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
 - (j) to delegate the management of investments to a financial expert, but only on terms that:
 - (i) the investment policy is set down in writing for the financial expert by the Trustees;
 - (ii) timely reports of all transactions are provided to the Trustees;
 - (iii) the performance of the investments is reviewed regularly with the Trustees;
 - (iv) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (v) the investment policy and the delegation arrangement are reviewed at least once a year;

(vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

(vii) the financial expert must not do anything outside the powers of the Charity.

(k) to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;

(l) to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;

(m) to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

(n) subject to Article 6.3 of the Articles of Association of the Charity, to employ paid or unpaid agents, staff or advisers;

(o) to enter into contracts to provide services to or on behalf of other bodies;

(p) to establish or acquire subsidiary companies;

(q) to pay the costs of formation of this company and registering it as a Charity; and

(r) to do anything else within the law which promotes or helps to promote the Objects.

(3) The Trustees as charity trustees have control of the Charity and its property and funds and shall be as follows:

(a) two ex-officio Trustees, being the Chief Executive and the Director of Finance of the PFA from time to time;

(b) two nominated Trustees, appointed by the Management Committee at a meeting of the Management Committee, for a term of four years;

(c) four co-opted Trustees, appointed at a Trustee meeting, for a term of four years.

- (4) The Business Advisory Committee shall be made up of a sub-committee of the Trustees and the Trustees shall select who will make up the Business Advisory Committee, providing that the ex officio Trustees may not select nor form part of it and it must contain at least one nominated Trustee. Its term of appointment shall run concurrently with the Trustees' term of four years.
- (5) Any qualifying person wishing to apply for a grant in line with the Objects of the Charity must apply in writing to the Trustees of the Charity on the appropriate form giving full details of his or her financial circumstances. The Trustees shall in their absolute discretion decide whether or not to make a grant. Where appropriate, such a grant is subject to the maximum capital sum or annuity allowed by HM Revenue & Customs to be paid free of tax to a member, former member or their dependants from time to time, unless at the absolute discretion of the Trustees they decide to exceed such maximum amounts.
- (6) The Trustees may make such payments in line with the Objects of the Charity as they see fit in their absolute discretion.
- (7) The Memorandum and Articles of Association of the Charity set out in further detail the operation of the Charity.