



# **THE RULES OF THE PROFESSIONAL FOOTBALLERS' ASSOCIATION**

(Adopted on: 26 November 2020)

## TABLE OF CONTENTS

|   |    |
|---|----|
| 1. Definitions and Interpretation .....                               | 1  |
| 2. Title and Status .....   | 4  |
| 3. Objects and Powers .....   | 4  |
| 4. Head Office .....  | 5  |
| 5. Members and Membership .....                                       | 5  |
| 6. Subscriptions.....   | 7  |
| 7. Misconduct.....  | 7  |
| 8. The Players' Board .....   | 8  |
| 9. PB Chair and PB Vice-Chair .....                                   | 9  |
| 10. The Operational Board .....                                       | 10 |
| 11. Elections and Ballots .....                                       | 12 |
| 12. The Chief Executive .....   | 13 |
| 13. Committees.....   | 14 |
| 14. Delegates.....  | 15 |
| 15. Annual General Meeting .....                                      | 15 |
| 16. Special General Meetings.....                                     | 15 |
| 17. Industrial Action .....   | 16 |
| 18. Finance .....   | 16 |
| 19. PFA Enterprises .....   | 17 |
| 20. General Fund.....   | 18 |
| 21. Accident Fund.....  | 18 |
| 22. The PFA Charity .....   | 18 |
| 23. Disputes.....   | 18 |
| 24. Rules .....   | 19 |
| 25. Amalgamation .....  | 19 |
| 26. Dissolution.....  | 20 |
| 27. Remuneration .....  | 20 |
| 28. Notices.....  | 20 |
| Annex A Election and Nomination of Members of the Players' Board..... | 22 |
| Annex B Meetings of the Players' Board .....                          | 25 |
| Annex C Meetings of the Operational Board.....                        | 28 |
| Annex D General Meetings .....  | 31 |
| Annex E Appointments for the Transitional Period .....                | 34 |

## 1. Definitions and Interpretation

1.1 In these Rules, the following terms shall have the following meanings:

“**Accident Fund**” shall have the meaning given in Rule 21.1;

“**AGM**” shall have the meaning given in Rule 15;

“**Alternate PB Member**” has the meaning given in paragraph 14 of Annex A;

“**Associate Member A**” means any person who is admitted from time to time as an Associate Member A in accordance with Rule 5.3 after satisfying the eligibility criteria in Rule 5.2(c);

“**Associate Member B**” means any person who is admitted from time to time as an Associate Member B in accordance with Rule 5.3 after satisfying the eligibility criteria in Rule 5.2(d);

“**Auditors**” means the auditors of the PFA from time to time;

“**Caretaker Managerial Position**” means a temporary position at a Club as player/manager, player/assistant manager, player/head coach or any other temporary managerial position at a Club which in any way could conflict with the proper performance of his or her relevant PFA duties;

“**CEDR**” shall have the meaning given in Rule 23.1;

“**Certification Officer**” means the certification officer for trade unions and employers’ associations appointed under s.254 TULR;

“**Chief Executive**” means the chief executive and general secretary of the PFA from time to time elected in accordance with Rule 11;

“**Club**” means any association football club that is a member of the Premier League, the Football League or the WSL;

“**Coaching Position**” means a coaching position at a Club (which is not a Managerial or Executive Position or a Caretaker Managerial Position);

“**Delegate**” shall have the meaning given in Rule 14.1;

“**Director of Finance**” shall have the meaning given in Rule 18.1;

“**Disciplinary Committee**” means the disciplinary committee of the Players’ Board appointed from time to time to consider misconduct charges pursuant to Rule 7;

“**EFL Championship**” means the Championship division of the Football League;

“**Football League**” means The Football League Limited;

“**Former Player PB Members**” shall have the meaning given in Rule 8.8;

“**Full Member**” means any person who is admitted from time to time as a Full Member in accordance with Rule 5.3 after satisfying the eligibility criteria in Rule 5.2(a);

“**General Fund**” shall have the meaning given in Rule 20;

“**General Meeting**” means an AGM or Special General Meeting (as the case may be);

“**Interested OB Member**” shall have the meaning given in paragraph 17 of Annex C;

“**Interested PB Member**” shall have the meaning given in paragraph 17 of Annex B;

“**LCIA**” shall have the meaning given in Rule 23.3;

“**League One**” means the League One division of the Football League;

“**League Two**” means the League Two division of the Football League;

**“Managerial or Executive Position”** means a managerial or executive position at a Club (other than a Caretaker Managerial Position), which term includes a manager, assistant manager, head coach, player/manager, player/assistant manager, player/head coach, director of football or any other managerial or executive position at a Club which in any way could conflict with the proper performance of his or her relevant PFA duties;

**“Member”** means any person who is listed as either a Full Member, a Youth Member, an Associate Member A or an Associate Member B on the Register of Members;

**“Members’ Requisition”** shall have the meaning given in Rule 17.3;

**“National League”** means the National League division of the Football Conference Limited;

**“National League Player”** means a person who is playing under a written contract of employment providing for remuneration (over and above expenses) with a club in the National League;

**“Nominations and Remuneration Committee”** shall have the meaning given in Rule 13.4;

**“Non-Contract Player”** means any player other than a Scholar who is eligible to play for a Club but has not entered into a standard form written contract of employment providing for remuneration (over and above expenses);

**“Non-Executive”** means any non-executive member of the Operational Board;

**“OB Chair”** means the Non-Executive elected in accordance with Rule 10.11 as the chairperson of the Operational Board;

**“Operational Board”** means the operational board of the PFA having the powers and responsibilities set out in Rule 10;

**“PB Chair”** means the member of the Players’ Board elected as chairperson of the Players’ Board in accordance with Rule 9.1;

**“PB Election”** shall have the meaning given in paragraph 1 of Annex A;

**“PB Membership Category”** shall have the meaning given in Rule 8.6;

**“PB Vice-Chair”** means the member of the Players’ Board elected as vice-chairperson of the Players’ Board in accordance with Rule 9.1;

**“PFA”** means The Professional Footballers’ Association;

**“PFA Charity”** means The Professional Footballers’ Association Charity (company number 08352024);

**“PFA Enterprises”** means PFA Enterprises Limited, a wholly owned subsidiary of the PFA, whose role and functions are more fully described in Rule 19;

**“Players’ Board”** means the players’ board of the PFA having the powers and responsibilities set out Rule 8;

**“Premier League”** means the league organised by The Football Association Premier League Limited;

**“Professional Player”** means a player other than a Scholar who is playing under a standard form written contract of employment with a Club providing for remuneration (over and above expenses);

**“Professional Player PB Members”** shall have the meaning given in Rule 8.8;

**“Register of Members”** means the register of Members to be maintained by the Chief Executive (or is or her designee);

**“Risk Committee”** shall have the meaning given in Rule 13.5;

**“Rules”** means the rules of the PFA;

**“Scholar”** means a player aged sixteen (16) or over who has signed a scholarship agreement (or equivalent agreement) with a Club and is registered as a scholar with either the Premier League, the Football League or the WSL;

**“Special General Meeting”** shall have the meaning given in Rule 16.1;

**“Summer Transfer Window”** means the period in between two seasons during which Clubs shall be permitted by the Football League to register Professional Players;

**“Transitional Period”** shall have the meaning given in Rule 1.4;

**“TULR”** means the Trade Union and Labour Relations (Consolidation) Act 1992;

**“WSL”** means the FA Women’s Super League; and

**“Youth Member”** means any person who is admitted from time to time as a Youth Member in accordance with Rule 5.3 after satisfying the eligibility criteria in Rule 5.2(b).

1.2 In the interpretation of these Rules:

- (a) where there is reference in the Rules to the expiry of any given period of time, the period shall be calculated on a calendar basis and shall include Saturdays, Sundays, Bank Holidays, Christmas Day and Good Friday;
- (b) where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date;
- (c) where an act is required to be done within or not less than a specified period before a specified date, the period ends immediately before that date;
- (d) for the purposes of this paragraph Bank Holiday means a day which is, or is to be observed as, a Bank Holiday, or a holiday under the Banking and Financial Dealings Act 1971, in England and Wales;
- (e) the headings in the Rules shall not be taken as part of them and shall not in any manner affect the interpretation or construction of the same;
- (f) unless the context otherwise requires, a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (g) unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular;
- (h) a reference to “includes” or “including” will be construed as “includes without limitation” or “including without limitation” (as the case may be);
- (i) a reference to any association, league, competition or organisation includes any or any successor association, league, competition or organisation;
- (j) a reference to one gender shall include a reference to the other genders; and
- (k) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or supporting provision.

1.3 Any dispute regarding the interpretation of these Rules or arising in a matter where these Rules are silent shall be referred to the Players’ Board and, subject to Rule 23, its decision upon any matter of interpretation shall be final.

1.4 Following the adoption of these Rules and until elections in respect of such positions have taken place or are deemed to have taken place in accordance with Rule 11 (the “**Transitional Period**”), each individual set out in Annex E shall occupy, solely for the Transitional Period, the position set out opposite his or her name in Annex E (with the ability to exercise the powers ascribed to such positions in these Rules (including, where applicable, the power to vote).

## **2. Title and Status**

2.1 This association is a trade union of current and past Professional Players and shall be called “The Professional Footballers' Association”.

2.2 The PFA has been registered as an independent trade union on the list of trade unions maintained by the Certification Officer. This registration shall be maintained unless approved by five-sixths of those Members voting in a ballot.

## **3. Objects and Powers**

3.1 The objects of the PFA shall be:

- (a) 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 Club;
- (b) to provide legal assistance to Members and former Members where the PFA in its absolute discretion deems appropriate including in any matter arising out of a Member's or former Member's involvement in professional football;
- (c) 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; and
- (d) to administer the General Fund and Accident Fund and any other funds which may hereafter be established.

3.2 The powers of the PFA shall be:

- (a) to establish limited companies and to enter into financial and commercial ventures;
- (b) 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 employers' associations;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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 Players' Board;
- (g) 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;

- (h) 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; and
- (i) to do all such things as are reasonably incidental or conducive to the attainment of the above objects or any of them as the Players' Board, 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. Head Office**

- 4.1 The head office of the PFA shall be at such address as the Players' Board shall from time to time in its absolute discretion determine.
- 4.2 At the date of the adoption of these Rules, the head office of the PFA is 20 Oxford Court, Bishopsgate, Manchester M2 3WQ.

#### **5. Members and Membership**

- 5.1 Membership of the PFA shall be divided into four types: (i) a Full Member; (ii) a Youth Member; (iii) an Associate Member A; and (iv) an Associate Member B.
- 5.2 A person shall be eligible to be:
  - (a) a Full Member if he or she is a Professional Player;
  - (b) a Youth Member if he or she is a Scholar;
  - (c) an Associate Member A if he is a National League Player and has previously been a Full Member; or
  - (d) an Associate Member B if he is a National League Player and has not previously been a Full Member.
- 5.3 A person meeting any of the above criteria may apply for the relevant type of membership of the PFA by completing an application form (as may be approved by the Players' Board from time to time) obtainable from the members' section of the PFA's website and sending it to the Chief Executive. Any such application will be considered by the Operational Board at its next meeting who shall communicate its decision to the candidate in writing within seven (7) days of such meeting. If the candidate is admitted as one of the above types of Member, then upon receipt of that person's subscription monies in accordance with Rule 6.1 the candidate's name shall be admitted as either a Full Member, a Youth Member, an Associate Member A or an Associate Member B (as the case may be) on the Register of Members and that person shall be a Full Member, a Youth Member, an Associate Member A or an Associate Member B (as the case may be). The Players' Board may in its sole discretion grant membership of the PFA to a Non-Contract Player following receipt of the relevant application form from such person.
- 5.4 On becoming a Member, the Member shall be entitled to all the benefits and privileges of membership that accompany his or her type of membership (as determined by the Players' Board from time to time). The Operational Board shall ensure that up to date details of the benefits and privileges of each type of PFA membership are obtainable on the members' section of the PFA's website. If the Operational Board is 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 notice of the rejection and the reason therefore.

- 5.5 An applicant whose application has been rejected may within seven (7) days of the date of a notice under Rule 5.4 lodge a notice of appeal against such rejection with the Chief Executive.
- 5.6 The Players' Board shall hear and determine all appeals under Rule 5.5 at its next meeting after receipt of a notice of appeal provided that at least twenty-one (21) days' notice of the date of the hearing shall be given to the applicant. At the hearing of such appeal by the Players' Board, the applicant shall be allowed if he/she so desires to attend before the Players' Board when his or her appeal is considered and to state his or her case either personally and/or through some person nominated by him or her.
- 5.7 If the appeal of an applicant is rejected under Rule 5.6, the applicant shall be notified in writing of his or her rejection and of the reasons for his or her rejection. In the event of rejection, either under Rule 5.4 or on appeal under Rule 5.6 above, the applicant shall be eligible to re-apply for membership by submitting a further application for membership stating any change in circumstances arising since the last application.
- 5.8 A person shall cease to be a Member upon the happening of any one of the following events:
- (a) that person no longer remaining eligible for the relevant category of membership under Rule 5.2;
  - (b) the expiry of notice of resignation given under Rule 5.9;
  - (c) the expulsion of that Member under Rule 7.5; or
  - (d) the Member being in arrears of his or her annual subscription for a period of 26 weeks, subject always to the discretion of the Operational Board to continue such membership for such period as it may specify.
- 5.9 A Member may resign from membership of the PFA on giving prior written notice to the Chief Executive.
- 5.10 All Members shall abide by the Rules during their membership and all liabilities whatsoever of the PFA in respect of such membership shall cease upon termination thereof.
- 5.11 Upon the occurrence of any of the events in Rule 5.8, a Member automatically becomes a former Member and is entitled to receive such benefits and assistance as the senior management of the PFA shall determine, subject to any policy approved from time to time by the Players' Board and/or the Operational Board regarding the payment of benefits.
- 5.12 The PFA may in its sole discretion provide financial support to Members who are involved in disciplinary or legal proceedings, subject to any policy approved from time to time by the Players' Board and/or the Operational Board. The terms on which such support is provided by the PFA, including the repayment of any financial support, shall be subject to agreement with the relevant Member on a case-by-case basis.
- 5.13 All Members agree that their image as football players can be used free of charge to demonstrate their membership of the PFA in order to promote and support the PFA.
- 5.14 The PFA shall allow any Member, upon reasonable notice, to ascertain from the Register of Members, free of charge and at any reasonable time, whether there is an entry on it relating to him or her and the PFA shall, if requested to do so by any Member, supply him or her free of charge as soon as is reasonably practicable with a copy of any entry on the Register of Members relating to him or her.
- 5.15 It is the responsibility of each Member to ensure that the PFA has his or her up-to-date address, e-mail and telephone contact details.



## **6. Subscriptions**

- 6.1 All Members must (either directly or through his or her Club) pay an entrance fee and an annual subscription fee payable on entry with subsequent annual subscription payments by the 31st March of each year. The amount of any entrance fee and annual subscription fee for each type of Member shall be as determined by the Players' Board from time to time. 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 for their category of membership in cleared funds.
- 6.2 In consideration of his or her duties, any Delegate will be exempt from payment of subscriptions for each year during which he/she is a Delegate. In consideration of his or her duties, any member of the Players' Board will be exempt from payment of subscriptions for each year during which he/she is a member of the Players' Board.

## **7. Misconduct**

- 7.1 Disciplinary proceedings shall only be brought against a Member in accordance with the procedure laid down by this Rule 7 and only on the ground that he/she is alleged to be guilty of conduct prejudicial to the interests of the PFA or any Member.
- 7.2 Any charge must be in writing giving full details of the alleged offence and signed by no less than three (3) Members, none of whom shall be a member of the Players' Board.
- 7.3 The charge must be lodged with the Chief Executive, who will send a copy to the Member concerned within fourteen (14) days of receipt of the charge inviting his or her written response within fourteen (14) days. The Chief Executive will then write to the parties as soon as reasonably practicable notifying them when the charge will be heard by a meeting of the Disciplinary Committee.
- 7.4 The Member concerned shall be allowed, if he/she so desires, to attend before a quorate meeting of the Disciplinary Committee when the charge is considered to state his or her case either personally or through some person nominated by him/her or to have read out in his or her absence a statement submitted by him or 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 at the sole discretion of the Disciplinary Committee where it considers that the circumstances and fairness reasonably dictate.
- 7.5 After hearing any relevant evidence and/or representations as each side desires to submit, the Disciplinary Committee shall either dismiss the charge, or if it finds it proved on the balance of probabilities:
- (a) reprimand the Member;
  - (b) suspend the Member from membership for up to a maximum of twelve (12) months;  
or
  - (c) expel the Member from membership.
- 7.6 Within seven (7) days of the Disciplinary Committee's decision, the Chief Executive shall give notice to the Member concerned of the decision.
- 7.7 Any Member against whom the Disciplinary Committee decides that a charge has been proved may, if he/she is dissatisfied with the decision and/or the penalty, appeal to the Players' Board (not including those individuals who have sat on the Disciplinary Committee) by giving notice to the Chief Executive within fourteen (14) days of the decision. Upon receipt of such notice, the Chief Executive shall call a meeting of the Players' Board. The notice of the meeting will be sent by the Chief Executive to the Member concerned and the Players' Board and the

procedure to be adopted at the meeting will be the same, subject to appropriate adjustments, as set out in Rule 7.4.

- 7.8 No decision of the Disciplinary Committee under Rule 7.5 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.

## **8. The Players' Board**

- 8.1 The Players' Board shall be the ultimate governing body of the PFA.

- 8.2 The duties of the Players' Board shall include:

- (a) representing the views of the Members and giving direction on strategy and policy to the Operational Board in furtherance of the objects of the PFA;
- (b) reviewing the expenditure of the PFA from time to time;
- (c) ensuring that two (2) trustees are appointed at all times to act as nominated trustees of the PFA Charity (or such other trustees of any other relevant charity) for periods of up to four (4) years;
- (d) appointing, when necessary, a Disciplinary Committee, to consist of at least three (3) members of the Players' Board, to hear disciplinary charges in accordance with Rule 7;
- (e) hearing disciplinary appeals of Members in accordance with Rule 7.7;
- (f) seeking such professional or technical third party advice as it sees fit;
- (g) arranging governance and other applicable training for new members to the Players' Board;
- (h) causing records to be kept of:
  - (i) the appointment, removal, suspension and resignation of members of the Players' Board;
  - (ii) the names of members present at each meeting of the Players' Board; and
  - (iii) all meetings of the Players' Board and its committees.

- 8.3 The Players' Board retains at all times the absolute power and discretion to scrutinise and challenge the activities of the Operational Board and to amend or remove the powers and duties delegated to the Operational Board in its absolute discretion as the Players' Board sees fit.

- 8.4 In the event of any situation arising which is not governed by the Rules, the Players' Board shall have full power to resolve or decide what action should be taken and may in its sole discretion request the views of the Chief Executive, the Director of Finance, any member of the senior management of the PFA or any other person.

- 8.5 Meetings of the Players' Board shall take place in accordance with Annex B.

- 8.6 Subject to Rule 8.7, the Players' Board shall consist of:

- (a) two (2) Full Members who are Professional Players at a Club in the WSL;
- (b) two (2) Full Members who are Professional Players at a Club in the Premier League;
- (c) two (2) Full Members who are Professional Players at a Club in the EFL Championship;
- (d) two (2) Full Members who are Professional Players at a Club in League One;
- (e) two (2) Full Members who are Professional Players at a Club in League Two; and

- (f) three (3) former Professional Players (two of whom must have been a Professional Player within the five (5) years prior to the date of their proposed election to the Players' Board),

each of the categories in sub-paragraphs (a) to (f) above being a "**PB Membership Category**".

8.7 In the event of fewer than:

- (a) two (2) applications for election to the PB Membership Category in sub-paragraph (a), then such PB Membership Category may be represented by one (1) candidate nominated in accordance with paragraphs 10 to 12 of Annex A;
- (b) two (2) applications for election to any PB Membership Category in sub-paragraphs (b) to (e), such PB Membership Category may be represented by the unsuccessful candidate(s) with the highest number of votes in an adjacent PB Membership Category in sub-paragraphs (b) to (e); or
- (c) three (3) applications for election to the PB Membership Category in sub-paragraph (f), then such PB Membership Category may be represented by the candidate(s) nominated in accordance with paragraphs 10 to 12 of Annex A.

8.8 Members of the Players' Board elected under the PB Membership Categories in sub-paragraphs (a) to (e) of Rule 8.6 shall be known as '**Professional Player PB Members**' and members of the Players' Board elected under the PB Membership Category in sub-paragraph (f) of Rule 8.6 shall be known as '**Former Player PB Members**'.

8.9 All bona fide acts of any meeting of the Players' Board or any person acting as a member of the Players' Board shall be valid notwithstanding that it be subsequently discovered that there was some defect in the appointment of the Players' Board or of any member of the Players' Board.

8.10 The members of the Players' Board may act, notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by the Rules as the necessary quorum of the Players' Board, the continuing members may act for the purpose only of determining a timetable for an election to fill the vacancies but for no other purpose.

8.11 Each member of the Players' Board shall be entitled to receive a payment of £300.00 (or such other amount as may be decided (whether higher or lower) by the Players' Board from time to time) for each meeting of the Players' Board (and any committee thereof) that he or she attends and, in the case of the PB Chair and PB Vice-Chair, each meeting of the Operational Board (and any committee thereof) he or she attends.

8.12 Members of the Players' Board and Alternate PB Members shall be entitled to receive reimbursement of all reasonable out-of-pocket expenses incurred in the performance of their duties.

8.13 No person may act as a member of the Players' Board unless they are elected to that position by the Full Members following an election in accordance with Rule 11 and Annex A.

## **9. PB Chair and PB Vice-Chair**

9.1 At the first meeting of the Players' Board following each PB Election, the Players' Board shall appoint one of its number to act as PB Chair and one of its number to act as PB Vice-Chair. The PB Chair must be a current Professional Player at the time of his or her election (or re-election) as PB Chair. The PB Vice-Chair can be any member of the Players' Board other than the person who has been elected as PB Chair.

9.2 The PB Chair shall have authority to act in the name of the PFA (or to refer matters to be dealt with by the Operational Board) between meetings of the Players' Board provided that:

- (a) the PB Chair acts with reasonable skill and care at all times;
- (b) the PB Chair does not act so as to risk bringing the PFA or any of its Members or officers into disrepute;
- (c) the PB Chair shall not exercise powers under this Rule 9.2 where it is reasonably practicable to defer consideration of the action in question to the next meeting of the Players' Board; and
- (d) any act or omission pursuant to this Rule shall be subject to ratification by the Players' Board at its meeting next following the action.

9.3 Any action taken by the PB Chair which is alleged not to be in accordance with the powers vested in Rule 9.2 shall be considered at the next meeting of the Players' Board and, if the Players' Board so determines, the PB Chair may be subject to disciplinary proceedings in accordance with the procedure set out in Rule 7.

9.4 The PB Chair and the PB Vice-Chair shall take up office upon their appointment pursuant to Rule 9.1, with such appointment terminating at the next PB Election. The person whose term as PB Chair or PB Vice-Chair has expired or is to expire at the next PB Election may be appointed to serve one (1) subsequent term as PB Chair or PB Vice-Chair (as the case may be).

## **10. The Operational Board**

10.1 The Players' Board shall have the power to delegate to the Operational Board such of its responsibilities as it (in its sole discretion) sees fit, which may include:

- (a) ensuring the PFA and any entity owned by the PFA, such as PFA Enterprises, are (subject at all times to the applicable fiduciary and legal responsibilities of the relevant directors) run in the interests of the Members and in accordance with these Rules;
- (b) observing good corporate governance, including exercising such powers and duties as are delegated to them by the Players' Board with diligence, professionalism and accountability;
- (c) setting and delivering a strategy for the advancement of the PFA to be agreed by the Players' Board;
- (d) setting and managing budgets and reporting regularly to the Players' Board and annually at each AGM;
- (e) ensuring that the PFA's annual accounts are audited, and returns submitted to the appropriate authorities as required by law;
- (f) preparing an annual report for the AGM on the operations and financial performance and balance sheet of the PFA and all other relevant PFA entities;
- (g) supervising the preparation of the agenda for General Meetings;
- (h) making recommendations to the Players' Board (including as to alterations to the Rules) for matters to be dealt with at General Meetings;
- (i) causing records to be kept of:
  - (i) the appointment, removal, suspension and resignation of members of the Operational Board;
  - (ii) all outside interests of members of the Operational Board (which shall be updated and circulated to the Players' Board each calendar quarter);
  - (iii) the names of members present at each meeting of the Operational Board; and

- (iv) all orders, resolutions and proceedings of General Meetings and all meetings of the Operational Board and its committees; and
  - (j) carrying out such additional tasks in furtherance of the requirements of the PFA as may be determined from time to time by the Players' Board.
- 10.2 The delegation of any powers to the Operational Board must be ratified by the Players' Board on an annual basis and may be revoked in whole or in part at any point following a decision to that effect of the Players' Board.
- 10.3 Unless determined otherwise by the Players' Board, the Operational Board shall comprise of the following:
  - (a) the PB Chair;
  - (b) the PB Vice-Chair;
  - (c) four (4) Non-Executives;
  - (d) the Chief Executive; and
  - (e) the Director of Finance.
- 10.4 All bona fide acts of any meeting of the Operational Board or any person acting as a member of the Operational Board shall be valid notwithstanding that it be subsequently discovered that there was some defect in the appointment of the Operational Board or of any member of the Operational Board.
- 10.5 Meetings of the Operational Board shall take place in accordance with Annex C. As set out in paragraph 9 of Annex C, whilst the Director of Finance shall be a member of the Operational Board (with his or her role on the Operational Board being purely as an adviser), he or she shall not be able to vote on matters decided by the Operational Board.
- 10.6 A member of the Operational Board shall vacate office:
  - (a) immediately prior to the appointment of a replacement member of the Operational Board taking effect;
  - (b) if by notice to the PFA such member resigns from membership of the Operational Board;
  - (c) if such member is absent from three (3) consecutive meetings of the Operational Board without apology or special leave of absence; or
  - (d) by notice if required to do so by the Players' Board.
- 10.7 The members of the Operational Board may act, notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by the Rules as the necessary quorum of the Operational Board the continuing members may act for the purpose only of determining a timetable for an election to fill the vacancies but for no other purpose.
- 10.8 No person who is a member of the Operational Board may vote on any matter to be determined by the Operational Board unless he/she has been elected in accordance with Rule 11.
- 10.9 All Non-Executives shall be appointed for fixed terms of up to four (4) years once elected in accordance with Rule 11. A Non-Executive may be re-elected in accordance with Rule 11 provided that no person shall serve as a Non-Executive for more than eight (8) years.
- 10.10 All members of the Operational Board shall also be appointed as directors of PFA Enterprises and any other corporate entity of the PFA for the duration of their membership of the Operational Board.

- 10.11 One of the Non-Executives shall be appointed as OB Chair by a decision of the Operational Board.
- 10.12 The Operational Board shall have the power to delegate such of its responsibilities to the Chief Executive, Director of Finance or such other members of the senior management of the PFA as the Operational Board (in its sole discretion) sees fit.

## **11. Elections and Ballots**

### *All Elections*

- 11.1 All elections for positions that under these Rules or statute require an election shall take place in accordance with the following:
- (a) entitlement to stand as a candidate shall be open to all Full Members and to any person who is not a Full Member whose candidacy has been identified as suitable by either the Players' Board or the Nominations and Remuneration Committee;
  - (b) entitlement to vote shall be accorded equally to all Full Members;
  - (c) an independent scrutineer will be appointed by the Players' Board in order to oversee the conduct of the election. The independent scrutineer will produce a report after the election has been conducted;
  - (d) an independent teller will be appointed by the Players' Board to oversee the distribution of ballot forms and to count votes that are cast. For the avoidance of doubt, the independent teller can be, but need not be, the same individual as the independent scrutineer;
  - (e) all properly nominated candidates will have the right to produce an election address of not more than 750 words and for the same to be circulated to Full Members at the PFA's cost;
  - (f) the election will be conducted by way of a secret ballot with each ballot form bearing a unique serial number. It shall be one Full Member, one vote; and
  - (g) no election will be held in the event that there is only one nominated candidate for a particular position and the election is therefore uncontested.
- 11.2 Ballots may take place either by postal voting or, if permitted by law, by electronic voting as determined by the Players' Board. If electronic voting is permitted by law, then the Players' Board may revise any of the procedures set out in these Rules accordingly to the extent permitted by law.

### *Elections for the Players' Board*

- 11.3 Elections in respect of the members of the Players' Board shall also be subject to the provisions set out in Annex A.

### *Elections for Non-Executives and the Chief Executive*

- 11.4 In respect of an election to the position of a Non-Executive and/or the Chief Executive, not less than one (1) month before the date fixed for such election, the Players' Board or a committee thereof (in the case of an election to the position of a Non-Executive) or the Nominations and Remuneration Committee (in the case of an election to the position of Chief Executive) shall draw up and publish to all Full Members a timetable for:
- (a) seeking and receiving nominations;
  - (b) the submission of each candidate's written election address;
  - (c) the compilation and circulation of election addresses;

- (d) the distribution and return of voting forms;
  - (e) the counting of voting forms and for the declaration of the result; and
  - (f) the receipt and resolution of any complaints alleging breach of the election procedure.
- 11.5 Each candidate must be nominated by a minimum of three (3) Full Members. Nominations shall be made in writing and shall be signed by the candidate and by the three (3) proposer Full Members. The completed nominations shall be sent to:
- (a) in the case of an election to the position of a Non-Executive, the PB Chair who shall:
    - (i) check the nominations and draw up a list of the properly nominated candidates; and
    - (ii) ensure that an election is carried out in accordance with this Rule 11.
  - (b) in the case of an election to the position of a Chief Executive, the Nominations and Remuneration Committee who shall:
    - (i) check the nominations and draw up a list of the properly nominated candidates; and
    - (ii) ensure that an election is carried out in accordance with this Rule 11.
- 11.6 Subject to applicable law, in respect of any election held for the purposes of Rule 11.4, the Players' Board may in advance of such election approve a set of objective criteria for the relevant position(s) provided that such criteria would not exclude the nomination of any Full Member in an unreasonable way. Any completed nomination may be rejected by the PB Chair or the Nominations and Remuneration Committee (as the case may be) once received under Rule 11.5 if the relevant candidate does not satisfy the specified criteria for the relevant position or, in case of a candidate who is not a Full Member, has not been identified as suitable for the role by either the Players' Board or the Nominations and Remuneration Committee in accordance with Rule 11.1(a).

## **12. The Chief Executive**

- 12.1 The Chief Executive shall be responsible to the Operational Board for the supervision and control of the administration of the PFA and its officers and staff and shall be considered as the general secretary of the PFA for the purposes of TULR.
- 12.2 The Chief Executive shall be elected at least every five (5) years in accordance with Rule 11. No person may serve as Chief Executive for more than ten (10) years.
- 12.3 The Chief Executive's duties shall be:
- (a) to conduct the day to day administration of the PFA with the staff of the PFA;
  - (b) to supervise the general accounts of the PFA and authorise payments in accordance with the bank mandate;
  - (c) 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 Full Members and to others;
  - (d) to maintain the Register of Members;
  - (e) to maintain adequate organisational and publicity arrangements;

- (f) 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 Operational Board and the Players' Board;
  - (g) to uphold and propagate the policies and decisions of any General Meeting, the Operational Board and the Players' Board from time to time; and
  - (h) to perform all such other duties as shall be required of him or her by the Operational Board or the Players' Board or under these Rules or by law.
- 12.4 The terms of employment and remuneration (and any proposed changes thereto) of the Chief Executive shall be determined by the Nominations and Remuneration Committee and be subject to the final approval of the Players' Board. The details of such remuneration will be reported to the Full Members at every AGM and will be recorded at the Certification Officer.

### 13. Committees

- 13.1 Each of the Players' Board and the Operational Board may delegate any of their respective powers, authorities and discretions for such time, on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more of their members and (if thought fit) one or more other persons provided that:
- (a) a majority of the members of a committee shall be members of the Players' Board or the Operational Board (as the case may be); and
  - (b) no resolution of a committee shall be effective unless a majority of those present when it is passed are members of the Players' Board or the Operational Board (as the case may be).
- 13.2 Each of the Players' Board and the Operational Board may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Players' Board or the Operational Board (as the case may be) in that respect and may revoke, withdraw, alter or vary any such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated, any reference in these Rules to the exercise by the Players' Board or the Operational Board (as the case may be) of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee.
- 13.3 All committees of the Players' Board or the Operational Board (as the case may be) shall, in the exercise of the powers delegated to them and in the transaction of business, conform with any mode of proceedings and regulations which the Players' Board or the Operational Board (as the case may be) may prescribe and, subject to this, shall be governed by such of these Rules as regulate the proceedings of the Players' Board or the Operational Board (as the case may be) as are capable of applying.
- 13.4 The Operational Board shall appoint and maintain a nominations and remuneration committee consisting of the PB Chair and two (2) Non-Executives (one of who shall act as committee chair) or such other persons as the Players' Board may decide (the "**Nominations and Remuneration Committee**"). The Nominations and Remuneration Committee's responsibilities shall include:
- (a) determining the terms of employment and remuneration (and any proposed changes thereto) of the Chief Executive (subject to the final approval of the Players' Board) and for reviewing such remuneration on an annual basis; and
  - (b) developing and maintaining rigorous and transparent recruitment procedures throughout the PFA, with regard at all times to the diversity policies of the PFA.



- 13.5 The Operational Board shall appoint and maintain a governance, risk and audit committee consisting of the PB Chair and two (2) Non-Executives (one of who shall act as committee chair) (the “**Risk Committee**”). The Risk Committee shall:
- (a) monitor compliance with, and the effectiveness of, the PFA’s accounting and internal control systems;
  - (b) review the independence of the Auditors and agree their terms of engagement and remuneration;
  - (c) review the scope of and outputs from the external audit;
  - (d) review the annual accounts before they are presented to the Operational Board; and
  - (e) monitor and review current and emerging risk exposures.

#### **14. Delegates**

14.1 The Full Members of each Club shall elect a delegate every season prior to the end of the Summer Transfer Window who will be their representative in liaison with the Chief Executive (“**Delegate**”). It shall be his or her duty to disseminate all information from the PFA to the Full Members of his or her Club and to report such Full Members’ issues and concerns to the PFA. In addition, the Delegate is expected to attend all General Meetings and when he/she so attends he/she will be reimbursed his or her reasonable expenses incurred in attending such meetings.

14.2 If a Full Member holds a Managerial or Executive Position, he/she shall not be eligible to be appointed as a Delegate.

14.3 If a Delegate is appointed to a Managerial or Executive Position, he/she shall automatically cease to hold office as a Delegate.

#### **15. Annual General Meeting**

15.1 Not later than six (6) months after the end of the PFA’s financial year, and normally within four (4) months following the end of the PFA’s financial year, the annual general meeting of the PFA (the “**AGM**”) shall be held. The AGM shall be convened by the Operational Board and shall take place in accordance with the provisions regarding General Meetings set out in Annex D.

15.2 The business of the AGM shall include the following:

- (a) approving the minutes of the AGM held the previous year;
- (b) receiving the annual report of the Operational Board on the operations and financial performance and balance sheet of the PFA, PFA Enterprises and the PFA Charity;
- (c) approving the audited accounts of the PFA;
- (d) considering any alteration to the Rules; and
- (e) any other business determined for inclusion by the Players’ Board.

#### **16. Special General Meetings**

16.1 The Players’ Board shall have the power from time to time to convene a special general meeting of the PFA (a “**Special General Meeting**”) for the consideration of business to be specified in the notice summoning such meeting at such time and place as the Players’ Board shall in its absolute discretion determine.

16.2 The Players’ Board shall on a Members’ Requisition (as defined in Rule 16.3 below) convene a Special General Meeting within sixty (60) days from the date a Members’ Requisition is received by the PB Chair or the Chief Executive (as the case may be). If the next AGM is

scheduled to take place within such sixty (60) day period, then the Players' Board may determine that the matters the subject of the Members' Requisition shall instead be considered at the AGM rather than a Special General Meeting.

16.3 A "**Members' Requisition**" shall mean a requisition by not less than 10% of the Full Members stating the purpose of the Special General Meeting requisitioned and signed by the requisitionists and notified to the PB Chair or the Chief Executive, which requisition may consist of several documents in like form each signed by one or more requisitionists.

16.4 A Special General Meeting shall take place in accordance with the rules for General Meetings set out in Annex D.

## **17. Industrial Action**

17.1 Subject to Rule 17.2, only the Players' Board may authorise strike or other industrial action, with the timing of such strike or other industrial action being decided by either the Operational Board or the Chief Executive.

17.2 Without prejudice to the generality of the foregoing, no strike or other industrial action shall be authorised or endorsed unless the procedures laid down by relevant statute or statutory provision for such authorisation or endorsement have been satisfied.

17.3 Subject to any statute or statutory provision to the contrary, the accidental omission to comply with any relevant statute or statutory provision which may regulate the authorisation or endorsement of any strike or other industrial action shall neither: (i) invalidate the said strike or other industrial action; nor (ii) expose any officer of the PFA or Member to any liability in law.

## **18. Finance**

18.1 The PFA shall have a director of finance (the "**Director of Finance**") who shall have day-to-day responsibility for the finances of the PFA.

18.2 The Director of Finance shall be appointed by the Operational Board.

18.3 The Director of Finance, acting where appropriate 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.

18.4 The Director of Finance shall further perform all such accounting duties as shall be required of him or her by the Operational Board, the Players' Board or under these Rules or by law.

18.5 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 finances and to explain its transactions.

18.6 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 Players' Board or the Operational Board; and
- (b) by any Full Member who wishes to inspect the accounts of the PFA provided such Full Member gives seven (7) days' prior written notice to the Chief Executive of the Full

Member's wish and indicates the reason for and the object of the Full Member's request.

- 18.7 The accounts of the PFA shall be audited annually prior to the AGM by the Auditors in a manner as then required by applicable law and accounting standards.
- 18.8 Upon completion of the annual audited accounts of the PFA, the Director of Finance shall:
- (a) cause the accounts to be made available at the next AGM; and
  - (b) cause to be sent to the Certification Officer an annual return as required by TULR.
- 18.9 The Auditors shall be practicing professional accountants holding no office under the PFA, and shall be appointed by the Operational Board, subject to the final approval of the Players' Board. No firm may act as Auditors for more than five (5) consecutive years or as Auditors for more than five (5) years in aggregate out of every ten (10) years.
- 18.10 Following a recommendation from the Operational Board, the Players' Board shall have the power to appoint and remove the Auditors by a resolution approved by two-thirds of the members of the Players' Board present in person or by proxy and eligible to vote.
- 18.11 All monies received on account of the PFA shall be applied towards the carrying out the objects of the PFA according to the Rules, such use to include building the PFA's financial reserves.
- 18.12 If the Operational Board decides to borrow money, it shall obtain the approval of the Players' Board before doing so.
- 18.13 The PFA shall hold such bank accounts as are deemed necessary by the Director of Finance or the Chief Executive.
- 18.14 Unless determined otherwise in a General Meeting, all payments made by the PFA or PFA Enterprises shall be made according to processes and authority limits set by the Operational Board.
- 18.15 The financial year of the PFA shall end on whichever date shall be determined by the Operational Board, subject only to final approval by the Players' Board. As at the date of these Rules, the PFA's financial year ends on 30 June.

## **19. PFA Enterprises**

- 19.1 PFA Enterprises is a limited company (company number 01088411) wholly owned by the PFA.
- 19.2 The role and functions of PFA Enterprises include:
- (a) undertaking commercial activities with the objective of such activities being profitable, with profits to be retained for the benefit of the Members; and
  - (b) engaging in trading activities, and paying such taxes as may be due.
- 19.3 The activities of PFA Enterprises will be managed on behalf of the PFA by the Operational Board, which shall report on its performance at each AGM.
- 19.4 Any decision taken by the Operational Board to create further corporate entities owned by the PFA, or to undertake new commercial ventures which are significant relative to the income and profits of PFA Enterprises, whether independently or jointly with other parties, shall be subject to the final approval of the Players' Board.
- 19.5 The directors of PFA Enterprises shall procure that minutes of the proceedings of each board meeting are kept and distributed to those present following the meeting and, that either a copy of the minutes or a summary report of the meeting (which shall include details of all attendees and all members who did not attend) is placed on the Members' section of the PFA's website within fourteen (14) days of each meeting in such redacted form as the OB Chair

may in his or her discretion consider appropriate. Any such minutes, if purporting to be signed by the chair of the meeting at which the proceedings were held or by the chair of the next meeting, shall be evidence of the matters stated in such minutes without any further proof.

**20. General Fund**

The Operational Board 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 (the “**General Fund**”).

**21. Accident Fund**

21.1 The Operational Board 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 “**Accident Fund**”). The payment of benefits shall be at the discretion of the senior management of the PFA, subject to any policy approved from time to time by the Players’ Board and/or the Operational Board regarding the payment of benefits from the Accident Fund. Any Member dissatisfied with a decision in respect of payment of benefits may appeal this decision to the Players’ Board.

21.2 The Operational Board 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, subject to any policy approved from time to time by the Players’ Board regarding the same.

21.3 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 Operational Board 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.

21.4 Any payment of provident benefits made in relation to Rules 21.2 or 21.3 or howsoever will be subject to the maximum capital sum or annuity allowed by Her Majesty’s Revenue and Customs (HMRC) to be paid free of tax to a Member or former Member from time to time, unless at the absolute discretion of the Operational Board, they decide to exceed such maximum amounts.

**22. The PFA Charity**

The PFA has set up and registered a separate charity, the PFA Charity, with the Charity Commission and the Players’ Board shall in accordance with Rule 8.2(c) appoint two (2) trustees to act as nominated trustees of the PFA Charity (or such other trustees of any other relevant charity of the PFA) from time to time.

**23. Disputes**

23.1 If any dispute (other than as to the outcome of disciplinary proceedings under Rule 7) 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. In the event that the Member(s) and the PFA are unable to agree upon the choice of mediator within two (2) weeks then the Centre for Effective Dispute Resolution (“**CEDR**”) shall appoint a mediator. The appointment by the CEDR shall be final and binding.

23.2 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 23.1 within three (3) months, shall be finally settled by an arbitrator appointed by mutual agreement of the Member(s) and the PFA.

- 23.3 In the event that the Member(s) and the PFA are unable to agree upon the choice of arbitrator within two (2) weeks then the London Court of International Arbitration (“LCIA”) shall appoint a sole arbitrator. The appointment by the LCIA shall be final and binding. Any such arbitration shall take place in accordance with the rules set down by the arbitrator.
- 23.4 The governing law of any dispute shall be the laws of England and Wales.
- 23.5 The language of the arbitration shall be English and translated into such other language as appropriate on a case-by-case basis. The place of the arbitration shall be Manchester or such other place as determined by the arbitrator on a case-by-case basis.
- 23.6 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.
- 23.7 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.
- 23.8 Subject to the provisions of sections 67 to 71 of the Arbitration Act 1996, any decision of an arbitrator appointed pursuant to this Rule 23 shall be final and binding on the Member. There shall be no right of appeal under section 69 of the Arbitration Act 1996.

#### **24. Rules**

- 24.1 These Rules, including the name of the PFA, may be amended or added to by a resolution of Delegates at a General Meeting. Any such amendment or addition will only be passed if approved by two-thirds of the Delegates present in person or by proxy at such General Meeting and, if approved, shall take immediate effect unless otherwise specifically provided.
- 24.2 Any amendment or addition may be proposed by either the Operational Board or the Players’ Board or any Full Member providing he/she is supported in writing by no less than ten (10) Delegates. Any such proposal shall be set out in writing and addressed to the Chief Executive and the PB Chair and must state:
- (a) the wording of the Rule(s) to be amended as it stands before amendment;
  - (b) the words proposed to be added to or deleted from the Rule(s); and
  - (c) the proposed wording of the Rule(s) following the alteration(s) proposed.
- 24.3 On receipt of the proposal, either the Chief Executive or the PB Chair shall either place the matter on the agenda for the next AGM or convene a Special General Meeting.
- 24.4 A current copy of the Rules shall be available at all times on the Members’ section of the PFA’s website. Following the amendment of the Rules pursuant to this Rule 24, the Chief Executive shall procure that the revised Rules are uploaded to the Members’ section of the PFA’s website as soon as reasonably practicable.
- 24.5 The PFA shall provide each Member upon request with a copy of the Rules.

#### **25. Amalgamation**

- 25.1 Subject to Rule 25.2, 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.

- 25.2 The PFA may only effect an amalgamation in accordance with Rule 25.1 if approved by the Players' Board, by Delegates at a General Meeting and by the Full Members in a ballot, in each case passed by a majority of five-sixths of each who vote.

## **26. Dissolution**

- 26.1 The PFA may not be dissolved except by approval of a proposition to that effect by a ballot of all Full Members. A proposition to dissolve the PFA shall not be deemed to be approved unless the proposition is approved by five-sixths of those Full Members voting.
- 26.2 If dissolution is approved in accordance with Rule 26.1, then, 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 Players' Board shall determine.

## **27. 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 of the PFA or Member, shall be entitled to any remuneration for any services rendered to or on behalf of the PFA, provided always that the Players' Board may make provision for Members to be reimbursed reasonable out-of-pocket expenses reasonably incurred on the business of the PFA.

## **28. Notices**

- 28.1 Save as where the law provides otherwise, a notice, document or information 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;
  - (b) by electronic means to the electronic address for the time being notified by the Member to the PFA; or
  - (c) where appropriate, by making it available on the Members' section of the PFA's website and notifying the Member or Delegate (as the case may be) of its availability in accordance with this Rules.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 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.
- 28.7 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 twenty-four (24) hours after the time of sending.

**Annex A**  
**Election and Nomination of Members of the Players' Board**

***Elections***

1. An election shall take place to elect:
  - (a) Professional Player PB Members at least every three (3) years; and
  - (b) Former Player PB Members at least every two (2) years,(each a "PB Election").
2. All PB Elections shall take place within one (1) month following the end of the Summer Transfer Window in the relevant year and in accordance with Rule 11.1 and this Annex A.
3. No Professional Player PB Member shall be elected for a term exceeding three (3) years and no Former Player PB Members shall be elected for a term exceeding two (2) years.
4. A member of the Players' Board shall not be eligible to apply for re-election on more than one (1) occasion.
5. A member of the Players' Board shall only be entitled to apply for re-election if he/she has attended at least 50% of meetings of the Players' Board held during the expired portion of his or her term of office.

***Timetable for an election***

6. No later than one (1) month prior to the end of the relevant Summer Transfer Window, the Nominations and Remuneration Committee shall draw up for the approval of the Players' Board a timetable for:
  - (a) seeking and receiving nominations;
  - (b) the submission of each candidate's written election address;
  - (c) the compilation and circulation of election addresses;
  - (d) the distribution and return of voting forms;
  - (e) the counting of voting forms and for the declaration of the result; and
  - (f) the receipt and resolution of any complaints alleging breach of the election procedure.
7. Prior to the end of the relevant Summer Transfer Window, the Players' Board shall determine the final election timetable and will publish the same on the members' section of the PFA's website.
8. Notwithstanding paragraphs 1 to 7 above, the Players' Board may in its sole discretion decide to hold a PB Election using different timings to those stated in paragraphs 1 to 7 above.

***Ineligibility***

9. No person shall be eligible for election or re-election to the Players' Board if he/she holds:
  - (a) a Managerial or Executive Position;
  - (b) a Caretaker Position, subject always to the decision of the other members of the Players' Board, by a two-thirds majority, who may agree that such member may be eligible for election or re-election notwithstanding his/her Caretaker Position; or
  - (c) a Coaching Position, subject always to the decision of the other members of the Players' Board, by a two-thirds majority, who may agree that such member may be eligible for election or re-election notwithstanding his/her Coaching Position.



### ***Nominations***

10. Each candidate to be a member of the Players' Board must be nominated by a minimum of three (3) Full Members.
11. Every such nomination shall be made in writing and shall be signed by the candidate and by the three (3) proposer Full Members. The completed nomination shall be sent to the OB Chair or the Nominations and Remuneration Committee by him or her at least fourteen (14) days prior to the date when the election is due to take place. The Nominations and Remuneration Committee shall then draw up a list of properly nominated candidates.
12. If, having received all nominations, the election or re-election for membership of the Players' Board in respect of any PB Membership Category is uncontested, then the OB Chair shall dispense with the need for a ballot and declare the result of the election in respect of that PB Membership Category.

### ***Appointment***

13. Any person elected a member of the Players' Board shall take up office immediately following his or her successful election and shall remain a member of the Players' Board until the next PB Election.

### ***Alternates***

14. Following a PB Election, in respect of each PB Membership Category, the unsuccessful candidate with the highest number of votes shall be deemed an alternate member of the Players' Board for that PB Membership Category (an "**Alternate PB Member**").
15. Each Alternate PB Member shall have the right to receive all notice, agendas, documents and minutes sent to members of the Players' Board. Such Alternate PB Member may attend and vote at a meeting of the Players' Board if any member of the Players' Board in his or her PB Membership Category is unable to attend a meeting of the Players' Board.

### ***Vacation of office***

16. A member of the Players' Board shall vacate office:
  - (a) immediately prior to the appointment of the new members of the Players' Board taking effect following a PB Election (unless such member has been re-elected at such PB Election);
  - (b) if he or she has failed to complete any induction courses as required by the Players' Board from time to time within six (6) months of the date of his or her appointment;
  - (c) upon his/her death or incapacity;
  - (d) if such member was a Full Member at the time of his/her election and ceases to be a Full Member for whatever reason, unless the other members of the Players' Board decide such person may continue in office until the end of his or her current term of office;
  - (e) if he or she is appointed to a Managerial or Executive Position;
  - (f) if he or she is appointed to a Caretaker Managerial Position or a Coaching Position and the Players' Board does not exercise its discretion in accordance with sub-paragraphs 17(b) or (c) below respectively;
  - (g) if he or she is expelled in accordance with paragraph 18 below;
  - (h) if by notice to the PFA such member resigns from membership of the Players' Board; or

- (i) unless the Players' Board in its sole discretion decides otherwise, if such member fails to attend at least fifty (50) % of meetings of the Players' Board in any calendar year.
17. If a member of the Players' Board is appointed to:
- (a) a Managerial or Executive Position, he/she shall automatically cease to hold office as a member of the Players' Board;
  - (b) a Caretaker Managerial Position, he/she shall automatically cease to hold office as a member of the Players' Board after one (1) month of being appointed to that position, unless the other members of the Players' Board decide, by a two-thirds majority, prior to the expiry of such one (1) month period that such member may remain a member of the Players' Board for an additional period of one (1) month; or
  - (c) a Coaching Position, he/she shall automatically cease to hold office as a member of the Players' Board, unless the other members of the Players' Board decide within fourteen (14) days of such appointment, by a two-thirds majority, that such member may remain a member of the Players' Board for the remainder of his or her term of office notwithstanding the change in his or her position.
18. Any member of the Players' Board may be suspended by a majority decision of the other members of the Players' Board 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 fourteen (14) days before the meeting at which it is proposed to consider suspension. Suspension shall remain in place at the sole discretion of the other members of the Players' Board until a General Meeting can be held when the matter can be considered by the Delegates and the member shall have a full and fair opportunity to present any defence, following which the relevant member of the Players' Board may be removed by a majority of the Delegates present at a General Meeting.
19. In the event any member of the Players' Board vacates his or her office in accordance with paragraph 16 above, the Alternate PB Member for the relevant PB Membership Category shall be invited by the PB Chair to take up the vacant role on the Players' Board within fourteen (14) days, provided such Alternate PB Member continues to fulfil the necessary criteria to be a member of the Players' Board for the relevant PB Membership Category.
20. If a vacant position on the Players' Board is not filled by the Alternate PB Member in accordance with paragraph 19 above, the remaining members of the Players' Board 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 Players' Board meetings.
21. If the member of the Players' Board who has vacated his or her position in accordance with paragraph 16 above is the PB Chair and/or the PB Vice-Chair, then the remaining members of the Players' Board shall appoint a replacement PB Chair and/or the PB Vice-Chair (as the case may be) for the remainder of original PB Chair and/or the PB Vice-Chair's term of office.

**Annex B**  
**Meetings of the Players' Board**

***General***

1. Meetings of the Players' Board shall be called either by the PB Chair, the Chief Executive or by the PB Chair at the request of at least four (4) members of the Players' Board. The PB Chair shall ensure that a meeting of the Players' Board is held at least four (4) times every year.
2. Meetings shall be held at such time and place as the PB Chair shall determine (acting reasonably).
3. The Chief Executive may attend and speak at meetings of the Players' Board but shall not be a member of the Players' Board. The PB Chair may (in his or her sole discretion) invite other persons to attend a meeting of the Players' Board including from time to time members of the senior management of the PFA and members of the Operational Board.

***Notice***

4. All members of the Players' Board shall be given at least seven (7) days' prior notice of meetings of the Players' Board by the PB Chair. Such notice shall include an agenda of items to be discussed at the meeting together with relevant supporting information.
5. In circumstances of urgency, if two-thirds or more of the members of the Players' Board agree, twenty-four (24) hours' notice may be substituted for the minimum period of seven (7) days' notice. Any shorter notice period requires the consent of all members of the Players' Board.
6. The accidental omission to give notice of any meeting of the Players' Board to any member or members of the Players' Board entitled to receive such notice shall not invalidate the proceedings of that meeting.

***Quorum***

7. The quorum for meetings of the Players' Board shall be seven (7) members of the Players' Board. If in respect of any meeting of the Players' Board a quorum is not present within thirty (30) minutes of the appointed time for the meeting, such meeting shall be postponed by twenty-four (24) hours to the same time and place and the quorum at such postponed meeting shall be five (5) members.
8. A duly convened meeting of the Players' Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Players' Board.

***Chair***

9. The PB Chair shall act as chair of all meetings of the Players' Board provided that if for any reason he or she is unable to attend or is not present within ten (10) minutes of the time appointed for holding the same, the PB Vice-Chair shall act a chair of the meeting (or in his or her absence members of the Players' Board who are present shall choose one of their number to be chair of such meeting).

***Voting***

10. Questions arising at a meeting of the Players' Board shall be decided by a majority of votes cast and the PB Chair shall have a second and casting vote in the event of a tie in the voting. Save as aforesaid every member of the Players' Board shall have one vote on every resolution.
11. No member of the Players' Board shall be entitled to appoint a proxy to vote in his or her stead at any meeting of the Players' Board.
12. A resolution in writing approved by the members of the Players' Board for the time being entitled to receive notice of the meeting of the Players' Board shall be as valid and effective as if it had

been passed at a meeting of the Players' Board duly convened and held. Such a resolution may consist of several documents or electronic communications in the same form, each approved or authenticated by one or more of the members of the Players' Board.

#### ***Participation***

13. Any member of the Players' Board may validly participate in a meeting of the Players' Board through the medium of conference telephone or video or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting.
14. A person so participating by telephone or video or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote.

#### ***Minutes***

15. The PB Chair shall procure that minutes of the proceedings of each meeting are kept and distributed to those present following the meeting and, that either a copy of the minutes or a summary report of the meeting (which shall include details of all attendees and all members who did not attend) is placed on the Members' section of the PFA's website within fourteen (14) days of the approval of such minutes by the Players' Board. Any such minutes, if purporting to be approved by the chair of the meeting at which the proceedings were held or by the chair of the next meeting, shall be evidence of the matters stated in such minutes without any further proof.

#### ***Authorisation of conflicts of interest***

16. If any member of the Players' Board has any actual or potential conflict of interest in relation to any matter in respect of which a vote is being taken at any meeting of the Players' Board, that member shall notify the Players' Board of such conflict of interest in advance of any discussion by the Players' Board of the relevant matter.
17. The Players' Board may, in accordance with the requirements set out in paragraphs 18 to 23 below, authorise any matter or situation proposed to it by any member of the Operational Board which would, if not authorised, involve a member of the Players' Board (an "**Interested PB Member**") having a conflict of interest. If the Players' Board does authorise the conflict of interest in accordance with paragraphs 18 to 23 below, then the Interested PB Member shall not be entitled to participate in any discussion or vote in respect of such matter.
18. An Interested PB Member seeking authorisation in respect of a conflict of interest shall declare to the Players' Board the nature and extent of his or her conflict of interest as soon as is reasonably practicable. The Interested PB Member shall provide the Players' Board with such details of the matter as are necessary for the Players' Board to decide how to address the conflict of interest together with such additional information as may be requested by the Players' Board.
19. Any authorisation under this paragraph will be effective only if:
  - (a) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested PB Member; and
  - (b) the matter is agreed to without the Interested PB Member voting or would be agreed to if the Interested PB Member's and any other Interested PB Member's vote is not counted.
20. Any authorisation of a conflict of interest under this paragraph must be recorded in writing (but the authority shall be effective whether or not the terms are so recorded) and may (whether at the time of giving the authorisation or subsequently):
  - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- (b) provide that the Interested PB Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Players' Board or otherwise) related to the conflict of interest;
  - (c) impose upon the Interested PB Member such other terms for the purposes of dealing with the conflict of interest as the members of the Players' Board think fit;
  - (d) provide that, where the Interested PB Member obtains, or has obtained (through his or her involvement in the conflict of interest and otherwise than through the Interested PB Member's position as a member of the Players' Board) information that is confidential to a third party, he or she will not be obliged to disclose that information to the Players' Board, or to use it in relation to the PFA's affairs where to do so would amount to a breach of that confidence; and
  - (e) permit the Interested PB Member to absent himself or herself from the discussion of matters relating to the conflict of interest at any meeting of the Players' Board and be excused from reviewing papers prepared by, or for, the Players' Board to the extent they relate to such matters.
21. Where the Players' Board authorises a conflict of interest, the Interested PB Member will be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the Players' Board in relation to the conflict of interest.
  22. The Players' Board may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested PB Member, prior to such revocation or variation, in accordance with the terms of such authorisation.
  23. A member of the Players' Board is not required, by reason of being a member of the Players' Board, to account to the PFA for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interest which has been authorised by the Players' Board (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

**Annex C**  
**Meetings of the Operational Board**

***General***

1. Meetings of the Operational Board shall be called by either by the OB Chair or, by the OB Chair at the request of any member of the Operational Board. The OB Chair shall ensure that a meeting of the Operational Board is held at least ten (10) times every year.
2. Meetings shall be held at such time and place as the OB Chair shall determine (acting reasonably).

***Notice***

3. All members of the Operational Board shall be given at least seven (7) days' prior notice of meetings of the Operational Board by the OB Chair. Such notice shall include an agenda of items to be discussed at the meeting together with relevant supporting information.
4. In circumstances of urgency, if two-thirds or more of the members of the Operational Board agree, twenty-four (24) hours' notice may be substituted for the minimum period of seven (7) days' notice. Any shorter notice period requires the consent of all members of the Operational Board.
5. The accidental omission to give notice of any meeting of the Operational Board to any member or members of the Operational Board entitled to receive such notice shall not invalidate the proceedings of that meeting.

***Quorum***

6. The quorum for meetings of the Operational Board shall be four (4) members of the Operational Board (two (2) of whom must be Non-Executives). If in respect of any meeting of the Operational Board a quorum is not present within thirty (30) minutes of the appointed time for the meeting, such meeting shall be postponed by twenty-four (24) hours to the same time and place and the quorum at such postponed meeting shall be two (2) members, one of whom must be a Non-Executive.
7. A duly convened meeting of the Operational Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Operational Board.

***Chair***

8. The OB Chair shall act as chair of all meetings of the Operational Board provided that if for any reason he or she is unable to attend or is not present within ten (10) minutes of the time appointed for holding the same, the members of the OB Board who are present shall choose one of their number to be chair of such meeting.

***Voting***

9. No person who is a member of the Operational Board may vote on any matter to be determined by the Operational Board unless he/she has been elected in accordance with Rule 11. Questions arising at a meeting of the Operational Board shall be decided by a majority of votes cast and the OB Chair shall have a second and casting vote in the event of a tie in the voting. The Director of Finance shall be a non-voting member of the Operational Board and shall not vote on any matter to be determined by the Operational Board. Save as aforesaid every member of the Operational Board shall have one vote on every resolution.
10. No member of the Operational Board shall be entitled to appoint a proxy to vote in his or her stead at any meeting of the Operational Board.
11. A resolution in writing approved by the voting members of the Operational Board for the time

being entitled to receive notice of the meeting of the Operational Board shall be as valid and effective as if it had been passed at a meeting of the Operational Board duly convened and held. Such a resolution may consist of several documents or electronic communications in the same form each approved or authenticated by one or more of the members of the Operational Board.

#### ***Participation***

12. Any member of the Operational Board may validly participate in a meeting of the Operational Board or a committee of the Operational Board through the medium of conference telephone or video or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting.
13. A person so participating by telephone or video or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote.

#### ***Minutes***

14. The OB Chair shall procure that minutes of the proceedings of each meeting are kept and distributed to those present following the meeting and, that either a copy of the minutes or a summary report of the meeting (which shall include details of all attendees and all members who did not attend) is placed on the Members' section of the PFA's website within fourteen (14) days of the approval of such minutes by the Operational Board. Any such minutes, if purporting to be approved by the chair of the meeting at which the proceedings were held or by the chair of the next meeting, shall be evidence of the matters stated in such minutes without any further proof.

#### ***Expenses***

15. Members of the Operational Board shall be entitled to receive reasonable expenses incurred in attending meetings of the Operational Board.

#### ***Conflicts of interest***

16. If any member of the Operational Board has any actual or potential conflict of interest in relation to any matter in respect of which a vote is being taken at any meeting of the Operational Board that member shall notify the Operational Board of such conflict of interest in advance of any discussion by the Operational Board of the relevant matter.
17. The Operational Board may, in accordance with the requirements set out in paragraphs 18 to 23 below, authorise any matter or situation proposed to them by any member of the Operational Board which would, if not authorised, involve a member of the Operational Board (an "**Interested OB Member**") having a conflict of interest. If the Operational Board does authorise the conflict of interest in accordance with paragraphs 18 to 23 below, then the Interested OB Member shall not be entitled to participate in any discussion or vote in respect of such matter.
18. An Interested OB Member seeking authorisation in respect of a conflict of interest shall declare to the Operational Board the nature and extent of his or her conflict of interest as soon as is reasonably practicable. The Interested OB Member shall provide the Operational Board with such details of the matter as are necessary for the Operational Board to decide how to address the conflict of interest together with such additional information as may be requested by the Operational Board.
19. Any authorisation under this paragraph will be effective only if:
  - (a) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested OB Member; and
  - (b) the matter is agreed to without the Interested OB Member voting or would be agreed to if the Interested OB Member's and any other Interested OB Member's vote is not counted.
20. Any authorisation of a conflict of interest under this paragraph must be recorded in writing (but

the authority shall be effective whether or not the terms are so recorded) and may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested OB Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Operational Board or otherwise) related to the conflict of interest;
  - (c) impose upon the Interested OB Member such other terms for the purposes of dealing with the conflict of interest as the members of the Operational Board think fit;
  - (d) provide that, where the Interested OB Member obtains, or has obtained (through his or her involvement in the conflict of interest and otherwise than through the Interested OB Member's position as a member of the Operational Board) information that is confidential to a third party, he or she will not be obliged to disclose that information to the Operational Board, or to use it in relation to the PFA's affairs where to do so would amount to a breach of that confidence; and
  - (e) permit the Interested OB Member to absent himself or herself from the discussion of matters relating to the conflict of interest at any meeting of the Operational Board and be excused from reviewing papers prepared by, or for, the Operational Board to the extent they relate to such matters.
21. Where the Operational Board authorises a conflict of interest, the Interested OB Member will be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the Operational Board in relation to the conflict of interest.
  22. The Operational Board may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested OB Member, prior to such revocation or variation, in accordance with the terms of such authorisation.
  23. A member of the Operational Board is not required, by reason of being a member of the Operational Board, to account to the PFA for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interest which has been authorised by the Operational Board (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.



## **Annex D General Meetings**

### ***Attendance at General Meetings***

1. Attendance at General Meetings shall be limited to Delegates, other Full Members, members of the Operational Board, members of the Players' Board and employees and advisers of the PFA.
2. Only Delegates are eligible to vote.

### ***Notice of General Meeting***

3. Every Delegate shall be given fourteen (14) days' notice of a General Meeting. The notice shall specify the business to be transacted at the General Meeting and the date, time and location of the meeting, together with any arrangements to permit participation in accordance with paragraphs 6 and 7 below. If the General Meeting is an AGM, the notice shall also specify the meeting as such.

### ***Time and Place of Meeting***

4. Subject to any restrictions set out in these Rules, any General Meeting shall be held at such time and at such place as the Players' Board in the exercise of its absolute discretion shall consider appropriate.

### ***Quorum***

5. No business shall be transacted at any General Meeting unless thirty (30) Delegates are represented either in person or by proxy.

### ***Participation***

6. The Players' Board may make whatever arrangements it considers fit to allow those entitled to attend and participate in any General Meeting.
7. Without prejudice to paragraph 6 above, any Delegate may validly participate in a General Meeting through the medium of conference telephone or any other form of communications equipment, provided that all persons participating in the General Meeting are able to hear and speak to each other throughout such meeting.
8. A person so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote.

### ***Voting***

9. Every Delegate shall be entitled to one vote on every resolution which shall be put to the vote at a General Meeting.
10. Unless some other manner of voting is prescribed by relevant statute or statutory provision or alternatively by special direction of the chair of the General Meeting in the exercise of his absolute discretion, voting at General Meetings on every resolution put to the vote shall be conducted by a show of hands.
11. The Players' Board shall have absolute discretion to determine whether proxy and/or postal or electronic voting is to be permitted at any meeting of the PFA, and notification to Delegates regarding the convening of each meeting will include notice as to whether proxy and/or postal or electronic voting will be permitted.
12. The chair of the General Meeting shall have a casting vote where there is deadlock amongst the Delegates and a majority is required to pass a vote.
13. If any Delegate has any actual or potential conflict of interest in relation to any matter in respect of which a vote is being taken at any meeting of the PFA, that Delegate shall notify the Players'

Board in advance. The Players' Board shall determine whether or not such Delegate shall be entitled to vote in respect of such matter or whether he/she shall be prohibited from voting on such matter.

**Voting by Proxy**

- 14. Where voting by proxy is allowed, a proxy shall be appointed in writing under the hand of the appointer.
- 15. The instrument appointing a proxy shall be deposited at the registered office of the PFA (marked for the attention of the Chief Executive) not less than seventy-two (72) hours before the time of holding the meeting at which the person named in such instrument proposes to vote.
- 16. Any instrument appointing a proxy shall be in the following form:

*"The Professional Footballers' Association".*

*I ....., of ....., being a Delegate of the above-named association appoint ..... of ..... as my proxy to vote in my name and on my behalf at the general meeting to be held on the ..... day of.....*

*Dated the ..... day of.....*

*[Signature]*

- 17. No proxy shall be given other than to a Delegate who is entitled in his or her own right to vote at the said meeting, a Full Member from the same Club as the relevant Delegate, or to the PB Chair.
- 18. No proxy vote will be accepted by the chairperson of the meeting unless the appointment of the proxy complies strictly with these provisions.

**Chair**

- 19. The PB Chair shall act as chairperson of all General Meetings. In the absence of the PB Chair, the Players' Board shall appoint a chairperson for such meeting.
- 20. If the Players' Board fails to appoint a chair of the General Meeting, those present and entitled to vote at such meeting shall appoint a chair of the meeting.

**Rights of Address**

- 21. Unless the chair of the General Meeting shall otherwise direct, only Delegates and members of the Players' Board or the Operational Board shall be entitled to speak at a General Meeting.

**Decisions**

- 22. Unless expressly provided otherwise by the Rules, no resolution put to the vote at a General Meeting shall be deemed to be passed unless more than one-half of the Delegates present or for whom a valid proxy is held shall vote in favour of the resolution which has been put.

**Finality of Chair's Decision**

- 23. The chair of the General Meeting's decision as to the result of the voting on any resolution shall be final and minutes signed and distributed by the chair of the General Meeting to those present shall be conclusive of the terms of any resolution and of its having been passed.

**Minutes**

- 24. The chair of the General Meeting shall ensure the minutes of General Meetings are recorded and published to those present and, that either a copy of the minutes or a summary report of the meeting is placed on the Members' section of the PFA's website within fourteen (14) days of each meeting in such redacted form as the chair of the General Meeting may in his or her sole

discretion consider appropriate.

***Omissions***

25. The accidental omission to give notice of any meeting to any Delegate or other person entitled to receive notice shall not invalidate the proceedings of that meeting.

**Annex E**  
**Appointments for the Transitional Period**

**Players' Board**

- (i) Asmir Begovic;
- (ii) Matt Bloomfield;
- (iii) Andy Butler;
- (iv) Peter Clarke;
- (v) Lee Grant;
- (vi) Tom Heaton;
- (vii) Stephanie Houghton;
- (viii) Matt Jarvis;
- (ix) John Mousinho;
- (x) Ben Purkiss;
- (xi) Mat Sadler;
- (xii) Andy Taylor; and
- (xiii) Peter Vincenti.

**Operational Board**

- (i) Ben Purkiss (as PB Chair);
- (ii) John Mousinho (as PB Vice Chair);
- (iii) Gordon Taylor (as Chief Executive); and
- (iv) Darren Wilson (as Director of Finance).