

**As at 25 May 2022**

**Articles of Association of The Scottish Women's Premier League  
Limited**

**Company number SC453428**

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**As at 25 May 2022**

Company Number SC175364  
THE COMPANIES ACTS 1985, 1989 AND 2006

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**THE SCOTTISH WOMEN'S PREMIER LEAGUE LIMITED**

**INTERPRETATION**

1. The Model Articles (hereinafter defined) in force at the date of adoption of these Articles (hereinafter defined) shall not apply to the Company but the regulations contained in the following clauses (as originally adopted and as from time to time altered by Resolution) shall be the Articles of Association of the Company.
2. In these Articles and in the Rules where a capitalised word or phrase is used it has the following meaning, if it is not defined below then it has the meaning provided for in the Definitions Etc. Rules:-

**2006 Act** means the Companies Act 2006 including any statutory modification or re-enactments thereof for the time being in force;

**agreed form** means a form agreed by the Company from time to time;

**Articles** mean these articles of association of the Company;

**Associate** means in the case of (a) an individual:- (i) a close relative of that individual, including that individual's spouse, parent, step-parent, child, stepchild, uncle, aunt, nephew or niece, or a child or stepchild of such parent or spouse or anyone else of close relationship to the individual who, in the reasonable opinion of the Board, is or is likely to be acting in conjunction with the individual, (ii) any company, other body corporate, partnership or unincorporated association of which the individual is a director, member or partner or over which the individual is able to exercise control or influence, and (iii) any individual who is an employee or partner of that individual or a close relative of any such employee or partner; (b) a body corporate, partnership or unincorporated association or like or similar body of several persons:-(i) any body corporate associated with it either through the holding of shares in it or by reason of control by contract or other form of agreement, (ii) any director, partner, member of the board of management or the like or employee of that body corporate or associated body corporate or any close relative of any such director, partner, member of the board of management or the like or employee; and in any case (c) where any person has an agreement or arrangement, whether legally binding or not, with any other person in relation to the exercise of their voting power in a Member or Club or

in relation to the holding or disposal of their interest in such Member or Club, that other person;

**Board** means the board of Directors of the Company for the time being;

**clear days** in relation to a period of a notice means that period of days excluding the day when the notice is given or deemed to be given and excluding the day for which it is given or on which it is to take effect;

**Chief Executive** means the Chief Executive for the time being of The Scottish Professional Football League Limited appointed in terms of the articles of association of that company;

**Club** means the undertaking of an association football club, which is, for the time being, entitled, in accordance with the Rules, to participate in the League and the owner and operator of such a Club which, for the time being, is a party to a Participation Agreement;

**Commercial Contract** means any contract entered into by the Company in the expectation of or which might reasonably be expected to generate Commercial Revenues;

**Commercial Revenues** means any monies or revenues generated, earned, received, receivable or derived of whatever nature which are paid or payable to the Company in connection with and/or arising out of the League and Play-Off Competitions including, without limitation, all monies or revenues paid or payable to the Company from Television Transmission and/or Radio Transmission and/or Social Media and Digital Transmission of League Matches and Play-Off Matches by or under contract with the Company, from sponsorship of the League, from licenses, affiliations, permissions, use of trade or other marks, exploitation of intellectual property and other commercial operations relating to the operation of the League and Play-Off Matches and from trackside advertising by the Company at any Club's ground or the Clubs or any of them which have been derived from rights, licences, facilities and properties which the Clubs or any of them are obliged, in terms of the Rules, to make available to the Company;

**Company** means The Scottish Women's Premier League Limited, company number SC453428;

**Director** means a natural person appointed as director for the time being of the Company, including, without limitation, the Chair, the Managing Director, the Chief Executive and the Non-Executive Director, all for the time being, appointed in accordance with these Articles and any person appointed by the Board in a temporary capacity to fulfil the functions and duties of the Chair, the Managing Director, and the Non-Executive Director and any person appointed by the board of directors of SPFL Limited to fulfil the functions and duties of the Chief Executive so far as concerns membership of the Board;

**Division** means a division of the League as provided in the Rules;

**document** includes, unless otherwise specified in these Articles, the Rules or Regulations, any document sent or supplied in hard copy form or electronic form;

**electronic form** shall have the meaning attributed to that phrase in section 1168 of the 2006 Act;

**General Meeting** means any meeting of the Members and of the Clubs convened in accordance with these Articles;

**Group Undertaking** means a “group undertaking” as defined in section 1161(5) of the 2006 Act;

**hard copy form** shall have the meaning attributed to that phrase in section 1168 of the 2006 Act;

**holder**, in relation to Shares, means a person whose name is entered in the register of Members of the Company as the holder of a Share;

**Insolvency Act** means the Insolvency Act 1986 and any statutory modification or re-enactment thereof for the time being in force;

**Insolvency Event** means:-

- (a) entering into a company voluntary arrangement pursuant to Part 1 of the Insolvency Act, any moratorium procedure for the purposes of the Corporate Insolvency and Governance Act 2020 (“the 2020 Act”) or equivalent, a scheme of arrangement with creditors under Part 26 of the 2006 Act, making any proposal for a restructuring plan in terms of the 2020 Act or equivalent, and/or any compromise agreement with its creditors as a whole;
- (b) the lodging of a notice of intention to appoint an Administrator by the directors of the company and/or by the company concerned and/or by the holder of a qualifying floating charge or giving notice of appointment of an Administrator at the Court, all in accordance with the Insolvency Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the Insolvency Act or where an Administrator is appointed or an Administration Order is made (“Administrator” and “Administration Order” having the meaning attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the Insolvency Act) or an interim manager or equivalent is appointed by any court as a step in any proceedings or process which includes the appointment of or notice to appoint (or intention to appoint) an Administrator or an application for the making of an Administration Order;
- (c) an Administrative Receiver (as defined by the Insolvency Act) or any other Receiver is appointed over any asset(s) of a Member, which, in the opinion of

the Board is/are material to the Club's ability to fulfil its obligations to the League and/or to the Company as a Club;

- (d) a Judicial Factor is appointed;
- (e) shareholders passing a Resolution pursuant to section 84(1) of the Insolvency Act to voluntarily wind up;
- (f) a meeting of creditors is convened pursuant to section 95 or section 98 of the Insolvency Act;
- (g) a winding up order is made by the Court under section 122 of the Insolvency Act or a provisional liquidator is appointed under section 135 of the Insolvency Act;
- (h) ceasing or forming an intention to cease wholly or substantially to carry on all or any part of its business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme or proposals which have previously been submitted to and approved in writing by the Board;
- (i) in the case of an individual person, partnership or unincorporated association an award of sequestration, appointment of a trustee, entering into a trust deed for creditors, appointment of an interim judicial factor, appointment of a judicial factor or an equivalent or analogous appointment;
- (j) being subject to any order in an insolvency regime in any jurisdiction outside Scotland which is analogous to any one or more of the insolvency regimes detailed in paragraphs (a) to (i) above; and/or
- (k) have any proceedings or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the foregoing (a) to (i).

**League** means the combination of Clubs known as The Scottish Women's Premier League owned by the Company and operated by the Company in accordance with the Rules;

**League Cup** means The Scottish Women's Premier League Cup owned by the Company and operated by the Company in accordance with the Rules;

**Managing Director** means the managing director of the Company appointed in terms of these Articles;

**Member** means a person who or which is the holder of a Share;

**Model Articles** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

**Office** means the registered office of the Company;

**Official** means any person having a function or duty or position involving authority or trust within a Club including, without prejudice to the foregoing generality, any person who is able to exercise control over the majority of the board or committee of any such Club (whether or not such a person is themselves intimated to the Registrar of Companies as holding the office of director or is otherwise held out to be a member of the committee of management or equivalent of such a body if not incorporated);

**Resolution** means a resolution of the Company, including a special resolution, of which notice has been duly given in accordance with these Articles;

**Other Revenues** means any monies or revenues generated, earned, received, receivable or derived of whatever nature which are paid or payable to the Company and which are not Commercial Revenues;

**Participation Agreement** means an agreement in a form specified from time to time by the Company entered into between a Club and the Company, which a Club must conclude with the Company, remain a full party to and in terms of which a Club must become and remain entitled to participate in the League;

**Player Rules** means Rules made from time to time by the Board to regulate the League Registration, transfer and Contracts of Service of Players;

**Retained Revenues** means all monies or revenues generated, earned, received, receivable or derived of whatever nature which are generated by, earned, received, derived, paid or payable to any Club which are not Commercial Revenues, including, without limitation, from friendly matches not played in the League or from matches in European competitions, all monies derived from shirt sponsorship, Club sponsorship, trackside advertising not pooled centrally for the Company, gate receipts and other receipts derived from Home League Match fixtures;

**Rules** mean the Rules for the time being of the League;

**Scottish Cup** means the Scottish Women's Football Challenge Cup competition;

**Scottish FA** means The Scottish Football Association Limited a company incorporated and registered in Scotland (company number SC005453) and having its registered office at Hampden Park, Glasgow G42 9AY;

**Scottish Women's Football** means a company limited by guarantee of that name, registered in Scotland with company number 218318 and incorporated under and in terms of the Companies Acts and having its registered office at Hampden Park, Glasgow;

**Secretary** means the secretary of the Company or any other person appointed to perform *inter alia* the duties of the Secretary of the Company, including a joint, assistant or deputy secretary;



**Share** means a share of the Company and Share Capital and Shareholding shall be construed accordingly;

**SPFL Limited** means The Scottish Professional Football League Limited a company incorporated in terms of the companies acts with registration number No 175364 and which is the sole Member of the Company;

**United Kingdom** means Great Britain and Northern Ireland.

3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
4. A reference in these Articles to an "Article" is a reference to the relevant Article of these Articles unless expressly provided otherwise.
5. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
7. A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and in the case of a natural person that person's personal representatives and successors.
8. A reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
9. Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
10. Where the context permits, "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.
11. A reference to a statute, statutory provision or subordinate legislation and provision of these Articles or the Rules is a reference to it as it is in force from time to time and includes any statute, statutory provision or subordinate legislation or Article or Rule which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that, no such amendment, extension or re-enactment made after the date of adoption of these Articles shall apply for the purposes of these Articles to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Member.
12. Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the 2006 Act but excluding any statutory modification thereof not in force when these Articles or the relevant parts thereof are adopted.

13. Any capitalised word or phrase used in these Articles which is defined in the Rules and which is not defined in these Articles has the defined meaning ascribed to it in the Rules.
14. A reference to “writing” or “written” includes a communication in the form of writing and may be in electronic form or hard copy form.
15. For the purposes of these Articles the Board’s determination that: (i) a person has ceased to be the owner and operator of a Club; (ii) a Club owned and operated by a person has ceased to participate in the League; (iii) a person has taken, suffered or been subject to an Insolvency Event; and/or (iv) a Club owned and operated by a person has ceased to be a member of the League, shall each be conclusive, final and binding on the Company and the Clubs and each of them in the absence of fraud or manifest error.
16. For the purposes of these Articles all references to a Club taking, suffering or being subject to an Insolvency Event, shall, if the Board so determines having regard to (i) the need to protect the integrity and continuity of the League; (ii) the reputation of the League; and (iii) the relationship between such owner and operator and the Group Undertaking concerned, also includes any Group Undertaking of such a Member taking, suffering or being subject to an Insolvency Event and such determination by the Board shall be conclusive, final and binding on the Company and the Members and each of them in the absence of fraud or manifest error.

#### **LIABILITY**

17. The liability of each Member is limited to the amount, if any, unpaid on the Shares held by it.

#### **SHARE CAPITAL**

18. Except with the authority of a special resolution, the issued Share Capital of the Company shall not exceed £100 divided into 100 Shares of equal value.
19. A Share may only be issued, allotted, transferred to and/or held by SPFL Limited or a holding or subsidiary company of SPFL Limited;
20. In accordance with Section 570 of the 2006 Act, Section 561(1) of the 2006 Act shall be excluded from applying to the Company.
21. No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

#### **SHARE CERTIFICATES**

22. The Company must issue each Member, free of charge, with a certificate in respect of each Share which that Member holds.
23. Every certificate must specify:
  - 23.1 the nominal value of the Share;

- 23.2** that the Share is fully paid; and
  - 23.3** any distinguishing number assigned to the Share.
- 24.** If more than one person holds a Share, only one certificate may be issued in respect of it.
- 25.** Certificates must be executed in accordance with the Companies Acts and the Requirements of Writing (Scotland) Act 1995.
- 26.** If a Share certificate in respect of a Member's Share is damaged or defaced or said to be lost, stolen or destroyed, the Member, subject to its signing or having signed on its behalf such undertaking as is considered appropriate in the circumstances by the Board, is entitled to be issued with a replacement certificate in respect of the same Share.
- 27.** A Member exercising the right to be issued with such a replacement certificate:
  - 27.1** must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
  - 27.2** must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Board decides.

#### **TRANSFER OF SHARES**

- 28.** Subject to these Articles, Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor. The transferor remains the holder of a Share until the transferee's name is entered in the register of Members as holder of it.
- 29.** Subject to these Articles, the transfer by a Member of a Share shall not of itself prejudice any accrued entitlement of such Member to receive any sum from the Company in accordance with these Articles and the Rules.
- 30.** No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any Share.
- 31.** The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer for which registration is refused shall be returned to the person lodging it when notice of the refusal is given.

#### **ALTERATION OF SHARE CAPITAL**

- 32.** The Company may by Resolution cancel Shares which, at the date of the passing of the Resolution, have not been taken or agreed to be taken and diminish the amount of its Share capital by the amount of the Shares so cancelled.

33. Subject to the provisions of the 2006 Act and these Articles, the Company may by Resolution reduce its Share capital, any capital redemption reserve and any Share premium account.

#### **GENERAL MEETINGS**

34. The Board shall be entitled to call General Meetings and shall normally convene General Meetings, including the Annual General Meeting, on two occasions during each year on dates to be fixed by the Board. Additionally on the requisition of any three (3) Clubs or any Member, the Board shall as soon as reasonably practicable proceed to convene a General Meeting for a date not less than thirty five (35) days after receipt of the requisition.
35. The Board shall normally convene the Annual General Meeting during the Close Season.
36. The provisions of Articles may be supplemented by provisions of the Rules from time to time for the purposes of the regulation of the procedure at meetings of the Members and/or Clubs.

#### **NOTICE OF GENERAL MEETINGS**

37. The Annual General Meeting or a General Meeting shall be called by at least fourteen (14) clear days' notice save for a meeting called by shorter notice if it is so agreed by a majority in number of the Clubs or by any Member.
38. A notice of a General Meeting shall specify the time and place of the General Meeting, the general nature of the business to be transacted and shall include a statement that a Member and a Club entitled to attend and vote is entitled to appoint one proxy to attend and vote instead of that Member or Club and that a proxy need not also be a Member or Club and in the case of an Annual General Meeting, shall specify the meeting as such.
39. Subject to the provisions of these Articles and to any restrictions imposed on any Shares, notice of all General Meetings shall be given to all of the Members, to all persons entitled to a Share in consequence of the insolvency of a Member, to all Directors and to the auditors, all for the time being, of the Company and to all Clubs for the time being entitled to participate in the League.
40. Without prejudice to the provisions of Article 41, every Member and every Club shall attend (whether in person, by proxy or by duly authorised representative in accordance with these Articles) at every General Meeting.
41. The accidental omission to give notice of a General Meeting to or the non-receipt of notice of a General Meeting by, any Member, Club or other person entitled to receive notice, shall not invalidate the proceedings at that General Meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

42. No business shall be transacted at any General Meeting unless a quorum is present at the time when the General Meeting proceeds to business.

- 43.** Save as otherwise provided in these Articles, one in number of the Members who are entitled to be present and vote, who are present by a duly authorised representative or by proxy shall be the quorum for a General Meeting for all purposes. The Board, the Members and the Clubs may make whatever arrangements it/they consider appropriate, including by any means of electronic communication which permits Members and Clubs who are not personally present by a representative to hear what is said by others represented and/or personally present at a General Meeting, whether personally or by electronic means, and to enable those represented at a General Meeting by electronic means to exercise their rights to speak or vote at such meeting.
- 44.** The Chair shall preside as the Chair of every General Meeting. If the Chair is unable or not willing to act as Chair, the Directors present shall choose one of their number to be Chair for the meeting unless or until the Chair shall be present, in a position, and willing to preside at the meeting.
- 45.** A Director and a Club shall, notwithstanding that they are not a Member, representing a Member or the proxy of a Member, be entitled to attend and speak at any General Meeting. The Chair of the meeting may permit other persons who are not Members of the Company or otherwise entitled to exercise the rights of Members in relation to General Meetings, to attend and speak at a General Meeting.
- 46.** The Chair may, with the consent of a General Meeting and shall if so directed by the Members, adjourn the meeting from time to time and from place to place. Whenever a General Meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, no person shall be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned General Meeting. No business shall be transacted at an adjourned General Meeting other than business that might properly have been transacted at the original meeting had the adjournment not taken place.
- 47.** Except where the 2006 Act specifies that a particular Resolution of the Company requires otherwise or as otherwise provided in these Articles, not less than 50% of the Members, whether all the Members of the Company actually attend and vote or not, shall be required, except where these Articles provide otherwise, for the passing of all Resolutions of the Company and for the giving of all consents, approvals or the like considered at a General Meeting.
- 48.** A Resolution, which is not a special resolution, to be proposed at a General Meeting may be amended by a vote in favour by the majority of the Members present at the General Meeting (whether in person, by proxy or by duly authorised representative in accordance with these Articles) and entitled to vote on the Resolution if:
- 48.1** notice of the proposed amendment is given to the Company by the Board or a Member entitled to vote on the Resolution at or before the General Meeting at which it is to be proposed and prior to the vote on the Resolution; and

- 48.2** the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the Resolution.
- 49.** A Resolution which is a special resolution to be proposed at a General Meeting may be amended by a vote in favour of the majority of the Members present at the General Meeting (whether in person, by proxy or by duly authorised representative in accordance with these Articles) if:
- 49.1** the Chair of the meeting proposes the amendment at the General Meeting at which the Resolution is to be proposed; and
- 49.2** the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the Resolution.
- 50.** If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a Resolution is out of order or wrongly decides that an amendment to a Resolution is in order, the Chair's error does not invalidate the vote on that Resolution.
- 51.** A Resolution put to the vote of a General Meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded.
- 52.** Subject to the provisions of the 2006 Act, a poll may be demanded by:-
- 52.1** the Chair;
- 52.2** the Board; or
- 52.3** at least one Member having the right to vote on the Resolution,
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member. A poll must be taken immediately and in such manner as the Chair of the meeting directs.
- 53.** Unless a poll is duly demanded, a declaration by the Chair that a Resolution has been carried or carried unanimously or by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the General Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the Resolution.
- 54.** The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 55.** A poll shall be taken as the Chair directs and they may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the Resolution of the General Meeting at which the poll was demanded.

56. A poll demanded on any question shall be taken forthwith. The demand for a poll shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the General Meeting shall continue as if the demand had not been made. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the General Meeting at which it is demanded. In any other case at least seven (7) clear days' notice shall be given specifying the time and place at which the poll is to be taken.

#### **WRITTEN RESOLUTIONS**

57. A Resolution of the Members or as the case may be the eligible Members (as defined in section 289(1) of the 2006 Act), as provided for in these Articles, may be passed as a written Resolution in accordance with Chapter 2 of Part 13 of the 2006 Act by such number of Members as may be equal to or greater than the number of Members required for a Resolution to be passed at a General Meeting and shall be as valid and effective as if it had been passed at a General Meeting duly convened and held. A proposed Written Resolution lapses if it is not passed by the requisite majority of such eligible Members before the end of the period of 28 days beginning with the circulation date (as defined in section 290 of the 2006 Act).

#### **VOTES OF MEMBERS**

58. Subject to any rights or restrictions attached to any Share, every Member present whether in person or by a representative or proxy shall have one vote whether on a show of hands or on a poll. The Chair shall not have a second or casting vote.
59. No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned General Meeting at which the vote objected to is tendered, and every vote not disallowed at the General Meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision on the validity of same shall be final and conclusive.
60. Any corporation which is a Member (pursuant to Section 323 of the 2006 Act) or Club may, by Resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any General Meeting of the Company and the person so authorised shall be entitled to exercise the same power on behalf of the corporation which they represent as that corporation could exercise if it were an individual Member.
61. Proxies may only validly be appointed by a document which:
- 61.1 states the name and address of the Member or Club appointing the proxy;
  - 61.2 identifies the person appointed to be that Member's or Club's proxy and the General Meeting in relation to which that person is appointed;
  - 61.3 is signed by or on behalf of the Member or Club appointing the proxy, or is authenticated in such manner as the Board may determine; and

- 61.4** is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the General meeting to which they relate.
- 62.** Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on ancillary or procedural resolutions put to the meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- 63.** The instrument appointing a proxy and any authority under which it is executed may be deposited at the Office or with the Secretary and/or received by the Secretary at any time before the time of the General Meeting for which the proxy is to be used. The Board may treat a facsimile transmission or other electronic copy of an instrument appointing a proxy as a proxy for the purposes of this Article. Any instrument of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
- 64.** A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 65.** An appointment under a proxy notice may be revoked by delivering to the Secretary a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 66.** The Chair may in their discretion permit the appointment of a proxy other than as provided herein if circumstances arise which prevent a Member attending or being represented at a General Meeting.
- 67.** A vote given or poll demanded by proxy or by the duly authorised representative of a Member shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of such termination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the General Meeting or adjourned General Meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the General Meeting or adjourned General Meeting) the time appointed for taking the poll.

## **DIRECTORS**

- 68.** The minimum number of Directors shall be two.
- 69.** The Board shall comprise:-
- 69.1** a Chair;
- 69.2** a Managing Director;



- 69.3** the Chief Executive or substitute appointed by the board of directors of SPFL Limited;
- 69.4** a Non-Executive Director; and
- 69.5** four SWPL1 Directors appointed by Clubs entitled for the time being to be the participants in SWPL1 ("**SWPL1 Directors**") and one SWPL2 Director appointed by Clubs entitled for the time being to be the participants in SWPL2 ("**SWPL2 Director**") (together the five "**Club Appointed Directors**" and the term "**Club Appointed Director**" shall be construed accordingly).
- 70.** The Chair, the Non-Executive Director and the Managing Director may not be a director, other office holder or employee of any Member nor an official or employee of any club (as defined in articles of association of the Scottish FA) without the prior consent of the Company.
- 71.** The Chair and their Associates, the Non-Executive Director and their Associates and the Managing Director and their Associates shall not be permitted to hold any share or shares or have or hold any other interest in any club (as defined in article 1 of the articles of association of the Scottish FA), without the prior consent of the Company.
- 72.** The Chair, Non-Executive Director and Managing Director shall be appointed to each of their respective offices and as Directors and may be removed from each such office, and any Director may be removed from any employment by the Company and/or by any of its subsidiary companies and/or, as a director, of any subsidiary company of the Company or as a Director in each case, by a simple majority vote of the other Directors
- 73.** A Club Appointed Director must, for the time being, be: (i) a director of a Club; (ii) in the case of a Club which is not a limited company, a partner in a partnership which owns and operates a Club or a member of the committee of management or equivalent of an unincorporated association which is the owner and operator of a Club; (iii) be the subject of written confirmation approved by the board of directors or equivalent of a Club confirming that she or he is for the time being responsible for or significantly engaged in the operations and decision making of the Club so far as concerns the participation of the Club in SWPL and the League, in all cases for the time being, entitled to participate in SWPL1 in the case of an SWPL1 Director and entitled to participate in SWPL2 in the case of a SWPL2 Director; and/or (iv) be an employee of the Club by which she or he is nominated for appointment.

#### **TERM AND NOMINATION FOR APPOINTMENT OF DIRECTORS**

- 74.** The Club Appointed Directors shall each retire from office at every second Annual General Meeting but shall be eligible for re-appointment. In the event that a vacancy arises in an office of a Club Appointed Director between General Meetings such vacancy shall be filled at the next General Meeting.
- 75.** In the event that the Club of a Club Appointed Director shall be relegated from SWPL1, the Club of a SWPL2 Club Appointed Director shall be promoted or relegated from

SWPL2 and/or the Club of a Club Appointed Director shall be relegated from the League or for any other reason such Club shall cease to be entitled to participate in or shall be suspended from the League or from a Division, then any person so appointed shall cease to hold such office on the date of the next following General Meeting and in the event that there remains any unfulfilled period of their appointment at the date of such next following General Meeting then their office shall, at that General Meeting be available for appointment to by election for the remainder of that unfulfilled period.

**76.** Subject to Article 76A, no person shall be appointed or re-appointed as a Club Appointed Director at a General Meeting unless not less than fourteen (14) days before the date appointed for that General Meeting, a notice executed by a Club entitled in terms of these Articles to participate in making the relevant appointment or appointments has been given to the Company of the intention to propose that person for appointment or re-appointment as a Club Appointed Director.

**76A** In the case of the Annual General Meeting of the Company to take place in 2022, no person shall be appointed or re-appointed as a Club Appointed Director at that Meeting unless a Club, entitled in terms of these Articles to participate in making the relevant appointment, gives oral notice to the Company at that meeting of the proposal of that person for appointment as a Club Appointed Director.

#### **FIT AND PROPER PERSON QUALIFICATION**

**77.** Subject to these Articles, only a person who is fit and proper to hold such office may be appointed and/or hold office as a Director.

**78.** A person shall be deemed not to be fit and proper to be appointed and/or to hold office as a Director if: -

**78.1** they (i) are or have been sequestrated and have not been discharged; and/or (ii) make or have made or enter or have entered into and have not been discharged or released from any trust deed, arrangement or composition with their creditors;

**78.2** they are or become of unsound mind and have been or are to be admitted to hospital as suffering from a mental disorder following an application for compulsory admission for treatment;

**78.3** a Court having jurisdiction in the United Kingdom or elsewhere has ordered in matters relating to mental disorder, their current compulsory detention;

**78.4** by reason of mental disorder or deficiency or other incapacity there has been and remains the appointment of a person as a Director who cannot properly exercise power and control with regard to their property and/or affairs or any part thereof and/or the business and/or affairs of the Company;

**78.5** by reason of any lack or impairment of mental capacity or faculties they have had a person appointed to them to manage their property and/or financial

affairs or any part thereof and/or their personal affairs and living arrangements and/or health, medical arrangements and/or medication;

- 78.6** they are under or are pending suspension or expulsion from football, imposed or confirmed by the Scottish FA;
  - 78.7** they are or have been convicted of any offence, not being a minor (to be determined by the Board) road traffic offence;
  - 78.8** in respect of Club Appointed Directors, they must not be listed in the Official Return of more than one club in full, registered or associate membership of the Scottish FA and they must be listed in the Official Return of one club in full, registered or associate membership of the Scottish FA;
  - 78.9** in respect of the Chair, Non-Executive Director and Managing Director, an appointee or prospective appointee must not be listed in the Official Return of any club in full, registered or associate membership of the Scottish FA;
  - 78.10** they are a Club Appointed Director holding office pursuant to an appointment in terms of Article 69 and they cease: (i) to be a director of an incorporated company which is the owner and operator of a Club; or (ii) in the case of the owner and operator of a Club which is not an incorporated company, a partner in a partnership which owns and operates a Club or a member of the committee of management or equivalent of an unincorporated association or other body which is the owner and operator of a Club, and which, in any of such cases the relevant Club, is no longer entitled for the time being to be a member of and participate in the League, then such Director shall be deemed to have immediately retired from the office of Director and the resulting vacancy in such office shall be filled in accordance with Article 75; and/or
  - 78.11** they are participating as a Player or Match Official in organised association football.
- 79.** The Board may, by majority, except for the appointment as a Director of the Chief Executive or such other person appointed in substitution for the Chief Executive as a Director by SPFL Limited, determine whether, for the purposes of Article 77, a person who is or becomes a candidate for appointment as a Club Appointed Director is not fit and proper to hold such office and if it so determines then the relevant person shall, as the case may be, not be such a candidate, may not be appointed to such office or, as the case may be, shall be deemed to have vacated such office, all on and from the date of such determination.

#### **PROCEDURE FOR THE APPOINTMENT OF DIRECTORS**

- 80.** The procedure for the appointment of the Club Appointed Directors at a General Meeting shall be as follows:-
- 80.1** where at any General Meeting there is a vacancy or vacancies in the office of a Club Appointed Director and two or more candidates for such vacancies have

been proposed for appointment to such office(s) each Club entitled in terms of Article 69.5 to participate in making the relevant appointment or appointments, shall have the same number of votes, except at the stage of voting in turn described at Article 80.6, when each participating Club shall have one vote for the relevant candidate during each 'in turn' vote, in the appointment process as there are vacancies for appointment remaining to be filled by such Clubs;

- 80.2** voting by the Clubs entitled to vote in making the relevant appointment or appointments, shall take place in rounds 'in turn' until all of the vacancies available to be filled by such Clubs have been filled or there are no remaining candidates who have not already been appointed or excluded in the appointment procedure, to be appointed to the remaining vacancies;
- 80.3** a candidate shall be appointed as a Club Appointed Director in the event that they receive, in any round or 'turn' of voting, votes totalling 66% or more of the total number of Clubs entitled to vote in making the relevant appointment or appointments;
- 80.4** if, after any round of voting, once any appointment(s) is/are made or no appointment(s) is/are made, and a vacancy or vacancies remain to be appointed to and there remain candidates for appointment who have not been excluded in earlier rounds of voting, then the candidate with the lowest number of votes in that round shall, subject to Article 81, not take part in any further rounds of voting, shall be excluded from further participation in the appointment process and the remaining not-appointed or excluded candidate(s) shall, subject to Article 80.6, take part in a further round or rounds of voting;
- 80.5** subject to Article 80.6, for so long as there shall remain candidates who have not been appointed or excluded and there are vacancies/is a vacancy remaining to be appointed to, the procedure set out at Articles 80.1 to 80.4 (inclusive) shall continue to be operated;
- 80.6** in the event that following any round of voting there are the same number of vacancies remaining to be appointed to, as there are remaining candidates who have not already been appointed and who have not previously been excluded from the procedure or, if there is only one remaining candidate who has not previously been appointed and who has not previously been excluded from the procedure, then each such remaining candidate or such only remaining candidate, shall be voted on individually for appointment, 'in turn'. In the case of two or more such candidates, starting with the candidate who achieved the most votes in the immediately preceding round of voting and thereafter proceeding in terms of Article 80.7 and, if necessary, Article 81. If, during such voting on in turn, a candidate achieves votes totalling 66% or more of the number of Clubs entitled to vote in making the relevant appointment or appointments then such candidate shall be appointed. If any candidate shall not, during 'the voting on in turn', achieve positive votes in

favour of appointment, totalling 66% or more of the number of Clubs entitled to vote in making the relevant appointment or appointments, such candidate shall, subject to any re-vote(s) required by the Chair in terms of Article 81, be excluded from further participation in the appointment process;

- 80.7** in the event that an equality of votes exists in any round between two or more candidates and, for any reason, a decision requires to be made between those candidates, then the candidate or, as the case may be, candidates having the greater number of votes in the immediately preceding round or in the event of continuing equality earlier rounds, counting back in turn from the immediately preceding round, shall be appointed or, as the case may be, shall take part in any further rounds or 'turns' of voting; and
- 80.8** a Club, in each round or 'turn' of voting in which it is entitled to participate: (i) shall not be entitled to cast more than one vote for any one candidate in any round of voting; (ii) may cast one vote only (either for or against a candidate being appointed to a vacancy) in each 'turn of voting' for the purposes of Article 80.6; and (iii) is not permitted to cast its votes for more than the number of vacancies available to be filled in each round of voting for the purposes of Article 80.2.
- 81.** Where at any General Meeting there remains any vacancy or vacancies in the office of Club Appointed Director and no candidate or candidates has/have received votes totalling 66% or more of the total number of Clubs entitled to vote in making the relevant appointment or appointments, then, after such number of re-votes as the Chair shall, in their sole discretion, consider appropriate to identify if any candidate who has not so far been appointed in earlier rounds or 'turns' of voting, including, at the discretion of the Chair, such candidates that have been excluded in earlier rounds of voting, is able to achieve votes totalling 66% or more of the number of Clubs entitled to vote in making the relevant appointment or appointments, the vacancy or vacancies shall remain unfilled and it shall be open to Clubs entitled in terms of Article 69.5 to participate in making the relevant appointment or appointments to propose candidates for appointment to such vacancy or vacancies at the next General Meeting.
- 82.** The terms and conditions relating to the employment and appointment or re-appointment of the Managing Director shall be determined by the Board and shall be contained in the Managing Director's service contract.

#### **POWERS OF THE BOARD**

- 83.** Subject to these Articles, the Board is responsible for the development and management of the Company's business and for the operation and development of all of the Competitions, for which purposes it may exercise all the powers and authorities of the Company.
- 84.** The Board shall:-

- 84.1** take such executive steps and undertake such acts as it considers necessary and/or desirable to manage the affairs of the Company and the operation and development of the Competitions;
- 84.2** exercise all of the powers and authorities of and generally act for and on behalf of the Company;
- 84.3** exercise all the powers of the Company to borrow or raise money and to mortgage or charge its assets and to issue debenture stock and other debt securities as security for any debt, liability or obligation of the Company or of any third party;
- 84.4** exercise all the powers and discharge all the functions of the Company and of the Board provided for in these Articles and in the Rules;
- 84.5** determine in respect of each Season the amount, if any, of Net Commercial Revenue;
- 84.6** manage and the operate of the League in accordance with these Articles and the Rules;
- 84.7** manage and the operate the League Cup and any other Competition operated by the Company in accordance with these Articles and the Rules;
- 84.8** from time to time make, amend and revoke Rules for the operation and commercial exploitation of the League and League Cup and any other Competition operated by the Company, for Player Registration, contracting, transfer and related matters and for all such other matters related to or concerning the Competitions and/or the Company as the Board shall consider appropriate;
- 84.9** from time to time make, amend and revoke the Rules or any one or more of them, Rules of Procedure and/or the form and content of the Participation Agreement;
- 84.10** from time to time undertake or instruct the negotiation, conclusion and/or variation of Commercial Contracts and any other contracts, agreements, licenses and the like to which the Company may or shall become a party;
- 84.11** in relation to the operation of the League, the League Cup and any other Competition operated by the Company, be entitled to make such arrangements, adopt such procedures and make such determinations as it considers appropriate in circumstances where the Rules do not direct or provide for the manner in which the League, League Cup or other Competition operated by the Company should proceed or be operated;
- 84.12** make, on behalf of the Company, appointments to offices, Committees, committees, boards, and the like and representatives of the Company within and to third party organisations, including, without prejudice to the foregoing

generality, to the Congress of the Scottish FA, to the Scottish FA Professional Game Board, and to the board of directors of the Scottish FA;

- 84.13** determine whether to employ or terminate the employment of all employees and appointment of all contractors, agents, consultants and the like of the Company and determine the terms and conditions on which such persons are to be employed, engaged and any variation to such terms and conditions and the terms, if any, on which the employment or appointment of such employees or contractors, agents, consultants and the like shall terminate or has been terminated;
  - 84.14** in the event of a Club being the subject of an Insolvency Event, be empowered to determine and direct, from such date and on such conditions as the Board considers appropriate, that such Club shall play and be entitled to play in a different Division to that which it would otherwise be entitled to play, to no longer be entitled and to participate in the League and/or to make such other changes to entitlement, playing structure and/or Divisional entitlement as shall be considered appropriate by the Board on making and/or in connection with such a direction; and
  - 84.15** make such recommendations to the Members and/or Clubs and decisions on such matters as it considers appropriate.
- 85.** Any alteration of the Articles shall not invalidate any prior act of the Company and/or Board which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Board by the Articles.

#### **DELEGATION OF THE BOARD'S POWERS**

- 86.** Subject to these Articles, the Board may from time to time delegate to the Chair, Managing Director, Secretary and/or a Committee comprising Directors and/or persons co-opted thereto (in the case of delegation to more than one person a “**Committee**”), such of its powers as the Board consider desirable to be exercised by them/it. If the Board so specifies, any such delegation may authorise further delegation of the Boards’ powers by any person, Committee or Sub-Committee to whom/which they are delegated. The Board may at any time revoke any delegation made by it in whole or part, and/or alter its terms and conditions and/or make its own determination in relation to a matter which has been delegated in which circumstance the determination of the Board shall take precedence over any determination of such delegatee.
- 87.** The Board shall appoint and maintain a Remuneration and Appointments Committee. The Board shall appoint and may, at any time, revoke the appointment of the Chair of the Remuneration and Appointments Committee.
- 88.** The Remuneration and Appointments Committee shall consider and make recommendations to the Board on the remuneration of Directors, the appointment of the Chair, Non-Executive Director and Managing Director, the remuneration and

terms and conditions of employment of the employees of the Company and shall undertake such further responsibilities as may be delegated, requested or specified in its terms of reference or otherwise, all as determined by the Board.

89. Committees to which the Board delegate any of their powers shall be deemed “Sub-Committees” of the Board and must follow, where practicable, procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.
90. The audit committee of the Company shall be the Audit Committee of SPFL Limited which shall discharge all the functions of an audit committee of the Company as it does with respect to SPFL Limited and SPFL group of companies and the Board and its Committees shall take due account of the decisions, advice and recommendations of the Audit Committee, as shall be the responsibility of the directors and board of directors of SPFL Limited in relation to SPFL Limited and the group of companies of which both the Company and SPFL Limited are part.

#### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

91. A Club Appointed Director shall be deemed to have vacated their office of Director and shall not be permitted to be a candidate for appointment to such office if they shall die or resign office and/or, in the case of the Managing Director, they have ceased to be employed by the Company under and in terms of a contract of service with the Company.
92. The Board may, except for the appointment as a Director of the Chief Executive or such other person appointed by SPFL Limited as a Director, by majority vote of the Directors, other than the Director whose appointment is being reviewed, determine to terminate, with or without notice, the appointment of the relevant person(s) as a Director.
93. Where, for any reason, the appointment of a Club Appointed Director shall terminate prior to the expiry of the full term of their appointment the person appointed in their stead as a Director shall be appointed for the remainder of the term of appointment of the person who they are replacing.

#### **REMUNERATION OF DIRECTORS**

94. The Directors may undertake any services for the Company that the Board decides.
95. The Directors shall be entitled to such remuneration and on such basis as the Board may from time to time determine for:
  - 95.1 their services to the Company as Director; and
  - 95.2 any other service which they undertake for the Company.
96. Subject to these Articles, a Director’s remuneration may:



- 96.1** take any form; and
  - 96.2** include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 97.** Unless the Board decides otherwise, Directors' remuneration accrues from day to day.
- 98.** Unless the Board decides otherwise, the Directors are/is not accountable to the Company for any remuneration which they receive as Director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company has an interest or is part of the same group of companies as the Company.

#### **DIRECTORS' EXPENSES**

- 99.** The Company may pay any reasonable expenses which a Director for the time being, properly incurs in connection with their attendance at:
- 99.1** meetings of and/or with Directors, Committees, committees, sub-committees, working parties and such other meetings, no matter how informal, groups of persons and individuals, including suppliers to and customers of the Company, as considered appropriate by the Board;
  - 99.2** General Meetings;
  - 99.3** separate meetings of the holders of any class of Shares or of debentures of the Company;
  - 99.4** meetings of representatives of and/or with Clubs and/or third parties to discuss matters of common interest; or
  - 99.5** otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

#### **DIRECTORS' INTERESTS**

- 100.** A Director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company and/or SPFL Limited shall declare the nature and extent of their interest to the other Directors at a Board meeting before the Company enters into the transaction or arrangement in accordance with the 2006 Act.
- 101.** A Director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company and/or SPFL Limited shall declare the nature and extent of their interest to the other Directors at a Board meeting as soon as is reasonably practicable, unless the interest has already been declared under Article 100 in accordance with the 2006 Act.
- 102.** If a declaration made under Article 100 or 101 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under Articles 100 or 101, as appropriate.

- 103.** A Director need not declare an interest in proposed or existing transactions or arrangements with the Company and/or SPFL Limited:-
- 103.1** where that cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - 103.2** of which the Director in question is not aware;
  - 103.3** if, or to the extent that, the other Directors are already aware of such interest (and, for this purpose, the other Directors are treated as being aware of anything of which they ought reasonably to be aware); or
  - 103.4** if, to the extent that, it concerns the terms of their service contract (as defined in section 227 of the 2006 Act) that have been or are to be considered by a meeting of the Directors, or by a Committee or Sub-Committee appointed for such purpose in terms of these Articles.
- 104.** Subject to the provisions of the 2006 Act and provided that they have declared to the Board at a Board meeting the nature and extent of any direct or indirect interest of theirs in accordance with this Article 104 or where Article 103 applies and no declaration of interest is required, a Director notwithstanding their office:-
- 104.1** may be a party to, or otherwise be interested in, directly or indirectly, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;
  - 104.2** may act by themselves or through their firm or limited partnership in a professional capacity for the Company or hold any other office or place of profit with the Company (otherwise than as auditor) in conjunction with their office of Director and in any such case on such terms as to remuneration, for such period and otherwise as the Board may decide;
  - 104.3** shall not, by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;
  - 104.4** may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise be interested in, any body corporate and/or economic entity in which the Company is directly or indirectly interested; or
  - 104.5** may be or become a director of any other company in which the Company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of their appointment as a director of that other company.
- 105.** The Board may authorise any matter proposed to it by a Director at a Board meeting which would, if not so authorised, involve a breach of duty by that Director under

section 175 of the 2006 Act, including, without limitation, any matter which relates to a situation in which a Director has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company.

- 106.** The Director in question seeking authorisation in respect of such a conflict of interest must declare to the Board at a Board meeting the nature and extent of their interest in that conflict of interest as soon as reasonably practicable.
- 107.** Any authorisation under Article 105 shall be effected in the same way that any other matter may be proposed to and resolved upon by the Board in accordance with these Articles and will be effective only if:-
  - 107.1** it is given in accordance with the 2006 Act;
  - 107.2** any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other Director interested in the matter under consideration; and
  - 107.3** the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
- 108.** The Board may give any authorisation under Article 105 upon such terms, for such duration and may impose such limits or conditions as it thinks fit and may vary or terminate any such authorisation at any time.
- 109.** No declaration of interest shall be required by a Director in relation to any matter that has been authorised by the Board under Article 105 or where Article 103 applies.
- 110.** A Director shall be under no duty to the Company with respect to any information, which they obtain or have obtained, otherwise than as a Director of the Company and/or a director of SPFL Limited and in respect of which they owe a duty of confidentiality to another person. In particular, the Director shall not be in breach of the general duties they owe to the Company by virtue of sections 171 to 177 (inclusive) of the 2006 Act because they: -
  - 110.1** fail to disclose any such information to the Board or to any Director or other officer or employee of the Company; and/or
  - 110.2** do not use or apply any such information in performing their duties as a Director of the Company and/or as a director of SPFL Limited.

However, to the extent that their or relationship with that other person gives rise to a conflict of interest or possible conflict of interest other than SPFL Limited, this paragraph applies only if the existence of that relationship has been authorised by the Board pursuant to Article 120.

- 111.** Save as otherwise provided by these Articles, a Director shall not vote on or be counted in the quorum in relation to a resolution of the Board, Committee or Sub-Committee concerning a matter in which they have a direct or indirect interest which

is, to their knowledge, a material interest (otherwise than by virtue of their interest in shares or debentures or other securities of or otherwise in or through the Company) and/or is determined by the Board by a majority to be such a material interest, but this prohibition does not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest. In the event of such a material interest arising and/or being so determined to arise the Board may resolve by a majority, where the Director shall decline to do so on a voluntary basis, that the Director concerned should not be present at any Board meeting or part thereof, when the matter which gives rise to such material interest shall be discussed and/or that the relevant Director should not receive copies of any or all relevant documents, including meeting minutes, and information in any form bearing on and/or referring to such matter. Where the majority of the Board shall so determine the Director concerned must forthwith withdraw from or otherwise not attend the meeting concerned and shall not be provided with any of such documents, information and others.

- 112.** If a question arises at a meeting as to the materiality of a Director's interest (other than the interest of the Chair of the meeting) or as to the entitlement of a Director (other than the Chair of the meeting) to vote or be counted in a quorum, and the question is not resolved by their voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the Chair of the meeting and their ruling in relation to the Director concerned is conclusive and binding on all concerned. Where such a question or resolution or voluntary withdrawal in terms of Article 111 arises with respect to the Chair of the meeting then they shall stand down as Chair for the relevant part of the meeting only and another Director shall in accordance with the Articles take over the chairing of the meeting only for that part of the business of the meeting.
- 113.** Subject to the 2006 Act, the Company may by Ordinary Resolution suspend or relax the provisions of Articles 100 to 113 (inclusive) to any extent.
- 114.** Subject to the 2006 Act, the Company may by Ordinary Resolution ratify any transaction or arrangement not properly authorised by reason of a contravention of Articles 100 to 113 (inclusive).

#### **PROCEEDINGS OF THE BOARD**

- 115.** The Board shall meet as may be required.
- 116.** Subject to the provisions of the Articles and the Rules, the Board may regulate its proceedings as it thinks fit including by the establishment of Committees.
- 117.** The Chair, Managing Director, Chief Executive, Secretary and/or any three or more Directors may, and the Secretary at their request, shall, call a meeting of the Board. Notice of any Directors' meeting shall indicate:
  - 117.1** its proposed time and date;
  - 117.2** where it is to take place; and

- 117.3** if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed they should communicate with each other during the meeting.
- 118.** Notice of a Directors' meeting shall be given to each Director but need not be in writing. Notice of a Directors' meeting need not be given to a Director who waives their entitlement to notice of that meeting, by giving notice to that effect to the Company. Where such notice is given, whether before or after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 119.** Questions arising at a meeting shall be decided by a majority of votes of the Directors present at such meeting. Each Director shall, subject to the provisions of these Articles, have one vote. In the case of an equality of votes at Board Meetings, the Chair of the meeting shall have a second or casting vote.
- 120.** At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. The quorum for the transaction of the business of the Board shall be four (4) Directors present in person or deemed to be present in accordance with Article 125. If the total number of Directors is less than the quorum required, the Directors must not take any decision other than a decision to call a General Meeting so as to enable further Directors to be appointed.
- 121.** A Meeting of the 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 Board.
- 122.** The Chair shall be the Chair of all meetings of the Board and in their absence the Directors present in person or electronically shall themselves decide, by majority, who among their number shall chair the relevant Board meeting.
- 123.** All acts carried out pursuant to a decision of the Board taken at a quorate and validly convened Board meeting shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of a Director or that they were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 124.** A resolution in writing of the requisite majority of the Directors entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board and may consist of several documents in the like or similar hard copy or electronic form sent by one or more Directors and where a failure to respond by a specified date and time shall be taken to constitute an affirmation or, where stated, a negative to a proposition, proposal, consent or the equivalent, sufficient to constitute a majority of the Board for the time being.
- 125.** A meeting of the Board may consist of a conference between such number of the Directors participating in the meeting, who are in the same or different places, but all of whom are able (directly or by telephonic communication, by video conferencing or

web conferencing or the equivalent or by any combination thereof) to speak to the others, and to be heard by the others simultaneously. Any Director taking part in such a conference shall be deemed to be present in person at the meeting and shall, where entitled so to do in terms of these Articles or by law, be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the Chair of the meeting then is. The word "meeting" in these Articles and the Rules shall be construed accordingly.

## **SECRETARY**

- 126.** The Secretary shall be the person appointed to that office by SPFL Limited. In the event of the absence of the Secretary for any reason, SPFL Limited may designate a person to act in their stead as Secretary on a temporary basis.

## **MINUTES**

- 127.** The Secretary shall cause the minutes of General Meetings to be kept and to be circulated, where such is reasonably practicable having regard to the date of the next General Meeting, to Members, at least fourteen (14) days before the date of the next General Meeting.
- 128.** The Secretary must ensure that the Company keeps a record, in writing, for at least ten (10) years from the date of each decision recorded, of every decision taken by the Board.
- 129.** The Secretary shall cause minutes to be kept of all:-
- 129.1** appointments of officers made by the Board; and
  - 129.2** proceedings at General Meetings and of meetings of the Board, including the names of the Members present in person, by proxy or by representative and the Directors present at all such meetings.

## **LEAGUE AND DIVISIONAL STRUCTURE**

- 130.** The Clubs from time to time entitled to participate in the League shall be grouped into and play in Divisions as set out in the Rules.
- 131.** The Divisions shall be known by such name, number and/or title as may be determined by the Board in consultation with the Clubs.
- 132.** The League and each of the Divisions shall be operated and managed by the Board in accordance with these Articles and the Rules.

## **COMMERCIAL REVENUES, OTHER REVENUES AND FEE PAYMENTS TO CLUBS**

- 133.** Fee payments by the Company to Clubs will be made in accordance with these Articles and the Rules.
- 134.** Fees paid by the Company to Clubs are paid and to be paid in consideration of the rights, licenses, facilities and services provided by the Clubs to the Company for the

purpose of enabling the Company to enter into and/or fulfil the Company's obligations under and in terms of Commercial Contracts, provided and which shall be provided by Clubs to the Company and to third parties in terms of Commercial contracts entered into by the Company in terms of these Articles and the Rules, to facilitate the generation of Commercial Revenues and generally to enable the Company to fulfil its obligations under and in terms of Commercial Contracts.

135. The aggregate fee payments payable by the Company to Clubs in respect of a Season shall not exceed the Net Commercial Revenues for the relevant Season.
136. No fee payment out of Commercial Revenues will be made until there has been deducted therefrom or adequate provision as determined by the Board has been made and sufficient sums in respect of such provision have been retained by the Company, to cover all costs and operating expenses involved in administering, organising, running and/or managing the League, the League Cup, any other Competition operated by the Company for and during the relevant Season and the Company, including, without limitation, wages and salaries, office running costs, advertising costs and any other costs or expenses directly or indirectly arising from the creation, establishment, administration and operation of the League, the League Cup, any other Competition operated by the Company and the Company and any loan, payment or advance made or to be made by the Company, cost, expense or liability incurred or to be incurred by the Company or provision or allowance which the Board considers it appropriate for the Company to provide for or make.
137. The application, payment, distribution and all other such matters relating to or concerning Other Revenues shall be determined by the Board.

#### **RETAINED REVENUES**

138. All Retained Revenues shall be retained solely by the individual Club which earns, generates or receives them and shall not be shared among the other Clubs or be paid or repayable to the Company provided that any Club receiving any Retained Revenues shall be responsible for and shall indemnify the Company against any additional costs or expenses incurred by the Company in facilitating or enabling such Club to receive such Retained Revenues.

#### **VALUE ADDED TAX**

139. All amounts specified in these Articles or in the Rules for payment are stated exclusive of VAT which shall be added at the relevant rate, if applicable.

#### **RIGHTS TO PAYMENT**

140. A Club shall remain entitled to receive payment of any accrued fees from the Company properly due or payable to it in terms of these Articles and the Rules following that Club ceasing to be entitled to participate in the League.

#### **CONFLICT BETWEEN ARTICLES AND RULES**

141. In the event of any conflict between these Articles and the Rules, unless specifically stated in these Articles, the provisions of these Articles shall prevail.

## **EXECUTION OF DOCUMENTS**

- 142.** A document signed or subscribed by any Directors, any Director and the Secretary or any Director or the Secretary before a witness, on behalf of the Company in accordance with the Requirements of Writing (Scotland) Act 1995, shall have effect notwithstanding that such document was not executed by the Company affixing any seal.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

- 143.** The Company may by Resolution declare dividends.
- 144.** A dividend must not be declared unless the Board have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Board.
- 145.** No dividend may be declared or paid unless it is in accordance with Members' respective rights.
- 146.** The Board may pay at intervals any dividend payable at a fixed rate if it appears to it that the profits available for distribution justify the payment.
- 147.** Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- a.** transfer to a bank or building society account specified by the distribution recipient either in writing or as the Board decides;
  - b.** sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the Board decides;
  - c.** sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Board decides; or
  - d.** any other means of payment as the Board agrees with the distribution recipient either in writing or by such other means as the Board decides.
- 148.** In these Articles, "the distribution recipient" means, in respect of a Share in respect of which a dividend or other sum is payable, the holder of the Share.
- 149.** The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by the provisions of any other agreement between the holder of that Share and the Company.
- 150.** All dividends or other sums which are:
- a.** payable in respect of Shares; and



**b.** unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.

**151.** The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

**152.** If:

**a.** twelve years have passed from the date on which a dividend or other sum became due for payment; and

**b.** the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

**153.** Subject to the terms of issue of the Share in question, the Company may, by Resolution on the recommendation of the Board, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

**154.** For the purposes of paying a non-cash distribution, the Board may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

**a.** fixing the value of any assets;

**b.** paying cash to any distribution recipient on the basis of that value in order to adjust the rights or recipients; and

**c.** vesting any assets in trustees.

**155.** Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

**a.** the Share has more than one holder; or

**b.** more than one person is entitled to the Share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or person otherwise entitled to the Share.

## **ACCOUNTS**

**156.** Except as provided by law or authorised by the Board or a Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member or a Club.

## **NOTICES**

- 157.** Any notice to be given to or by any person pursuant to the Articles shall, unless provided otherwise, be in writing. A Director shall be entitled to notice of Board meetings notwithstanding that they are temporarily outwith the United Kingdom provided they shall have informed the Company by written notice to the Office of the address to which such notice should be sent.
- 158.** Any document may be served on or delivered to any Member, Director and/or Club by the Company in hard copy or electronic form either personally, or by sending it by post addressed to the Member at its registered address or by facsimile transmission or telex or email or other instantaneous means of transmission to a number provided by the Member, Director and /or Club for this purpose, or by electronic mail or other similar means of communication to an electronic address or digital media message 'address' provided by the Member, Director and/or Club for this purpose, or by leaving it at its registered address addressed to the Member, Director and/or Club by any other means authorised in writing by the Member, Director and/or or Club concerned.
- 159.** Any document, which is sent by post, shall be deemed to have been served or delivered forty eight (48) hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document otherwise than by post or sent by facsimile transmission or telex or email or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was left or sent.
- 160.** A Member or Club present, either in person or by proxy, at any General Meeting or of the holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 161.** A notice may be given by the Company to the persons entitled to a Share and to a Club in consequence of the insolvency, administration or receivership of a Member or for any other reason, by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a Member, addressed to them by name or as manager, administrator, receiver, administrative receiver or liquidator of the Member or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the insolvency, administration or receivership had not occurred.

## **WINDING UP OF THE COMPANY**

- 162.** On the winding-up of the Company the surplus assets shall be applied first, in repaying to the Members the amount paid on their Shares respectively and, if such assets shall be insufficient to repay the said amount in full, they shall be applied rateably.
- 163.** If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid upon their Shares, the balance shall be paid over to the Clubs in such

proportions as shall be determined by the Board or to such other party or parties as shall be determined by the Members in General Meeting at or before the time of winding-up.

#### **INDEMNITY AND INSURANCE**

- 164.** Subject to the provisions of Article 165, a relevant Director, may be indemnified out of the Company's assets against:
- a.** any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
  - b.** any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act); and
  - c.** any other liability incurred by that Director as an officer of the Company or an associated company.
- 165.** Article 164 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 166.** The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director and/or the Directors in respect of any relevant loss.
- 167.** In these Articles:
- a.** a "relevant Director" means any Director or former Director of the Company or an associated company;
  - b.** a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or power in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
  - c.** companies are "associated" if one is a subsidiary (as defined in section 1159 of the 2006 Act) of the other or both are subsidiaries of the same body corporate.

#### **SCOTTISH FA ARTICLES**

- 168.** Each Member and Club shall in so far as it is lawfully able and permitted by the exercise of its voting powers to do so procure that the Company observes and complies with all relevant articles of association of the Scottish FA applicable to it.
- 169.** Nothing in these Articles shall relieve any Club which is a member of the Scottish FA from its obligations as a member of the Scottish FA to comply with the applicable articles of association of the Scottish FA for so long as it remains a member of the Scottish FA.

## **RULES**

- 170.** Each Club shall be liable for the discharge of the obligations and duties and shall be entitled to the benefits and rights accruing under and in terms of these Articles and/or the Rules.