

**MEMORANDUM OF ASSOCIATION OF  
WESTMORLAND COUNTY FOOTBALL ASSOCIATION LIMITED**

1. The name of the Company is "Westmorland County Football Association Limited", referred to in this Memorandum of Association as "the Association". Unless stated to the contrary within this document, words and expressions shall have the same meaning as set out in the articles of association of the Association.
2. The registered office of the Association is to be situated in England.
3. The objects for which the Association is established are:
  - (1) to acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the present unincorporated association known as Westmorland County Football Association and to indemnify Westmorland County Football Association, its officers, members, members of its Council and any committees and its employees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of Westmorland County Football Association and in respect of all liabilities, obligations and commitments (whether legally binding or not) of Westmorland County Football Association and also in respect of the costs and expenses and outgoings arising from or attributable to the transfer of assets and undertaking;
  - (2) to promote, foster, develop and support the game of Association Football ("the game") in every way, without discrimination, and to take all steps as shall be thought necessary or advisable for preventing infringements of the Laws of the Game as they apply from time to time, or any improper methods or practices in the game, and for protecting the game from abuses;
  - (3) to make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of the game or otherwise within such area ("the County") as shall be determined from time to time by The Football Association Limited, and to take all such steps as shall be thought necessary or advisable for enforcing such rules, regulations, bye-laws and conditions;
  - (4) to promote, foster, develop and support the principle of fair play in the game by encouraging everyone involved in the game to show respect to each other and to behave in a sporting manner both on and off the field of play;
  - (5) to promote, foster, develop and support organisations designed in any way to promote, foster, develop and support the game, including playing the game, the training and regulation of players, coaches and referees, the promotion of sportsmanship, the promotion of security in relation to spectating and the advancement of science and medicine as they apply to the game, and in any way in relation to all other aspects of the game, including by subscribing for shares, loan stock, warrants and other instruments in such organisations, or becoming involved as a member or affiliate of such organisations, or facilitating the drafting and adoption of the constitution or memorandum and articles of association of such organisations or by making payments by way of grant or otherwise to such organisations;
  - (6) to maintain, continue and provide for the affiliation and registration of competitions, clubs and other organisations for promoting or playing the game, and to take over and continue any present registers of such kept by Westmorland County Football Association;
  - (7) to maintain, continue and provide for the affiliation and registration of players, referees, coaches and others involved in the game and to take over and continue any present registers of such as kept by Westmorland County Football Association;
  - (8) to take over and continue with such variations as from time to time may be decided all the rules, registers, books, accounts, regulations, bye-laws, conditions and other documents of Westmorland County Football Association;
  - (9) to promote, provide for, regulate and manage competitions and matches, in the County or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to such promotion, provision, regulation or management, including for the comfort, conduct, conveyance, convenience or benefit of players and of the public, and of any other persons concerned or engaged in such competitions or matches;
  - (10) to accept, take over, or otherwise acquire all cups, shields and other prizes of or relating to Westmorland County Football Association and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution or loan of or other dealing with all or any of the same;
  - (11) to provide for representation at general meetings and on the Council of The Football Association Limited of persons involved in the game within the County by such means and in such manner as shall be determined from time to time under the rules, regulations or bye-laws, conditions or articles of the Association;
  - (12) to provide for, make and vary all such rules, regulations and bye-laws as they relate to persons involved in the game in the County from time to time;
  - (13) to provide by rules, regulations, conditions, bye-laws, or otherwise, for deciding and settling all differences that may arise between associations, clubs, competitions, players or any persons who are members of or who are employed or engaged by any such association, competition or club, or any other person in reference to due compliance with the Laws of the Game, (as from time to time prescribed by The Football Association Limited) or the rules, regulations, conditions or bye-laws of the Association or of The Football Association Limited, or in reference to contracts, or to any other matter of dispute or difference arising between such, or persons, or any of them, and whether the Association is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as shall be thought proper;
  - (14) to co-operate with or assist any association or club or competition or other person involved in the game in any way which the Association shall think proper, and to enter into or adopt any agreement or arrangements with such;
  - (15) to co-operate with The Football Association Limited in all matters relating to the game, including compliance with the Rules of The Football Association Limited and the rules and regulations of any body to which The Football Association Limited is affiliated;
  - (16) to adopt and carry out all such rules and regulations, conditions, bye-laws, agreements and arrangements of The Football Association Limited, as are now in existence and from time to time, and to comply with or to enforce the due compliance with the same unless and until the same shall have been duly varied in accordance with the terms thereof;
  - (17) to acquire, lay out, improve, hold, use or turn to account in any way football grounds or other athletic or sports grounds, together with pavilions, buildings, erections and easements, facilities and all fixtures, fittings and accessories as shall be thought advisable;
  - (18) to print and publish any newspapers, periodicals, books, articles or leaflets;

- (19) to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons whether on a full-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Association;
- (20) to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
- (21) to undertake and execute charitable trusts and to act as trustee for any association, competition, club or other organisation, and as such trustee to hold any real or personal property upon such trusts and with and subject to such powers and provisions as shall be thought fit;
- (22) to subscribe out of the funds of the Association to any fund, company, society, club or institution, charitable or otherwise, and in such manner as shall be thought fit;
- (23) to amalgamate or co-operate with any companies, institutions, societies, associations, clubs or other bodies having all or any of their objects similar to or compatible with any of the objects of the Association;
- (24) to carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or association) as may directly or indirectly advance the interests of the Association and to subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any company or undertaking;
- (25) to carry on any other trade or business which can be advantageously carried on in connection with or ancillary to any of the above-mentioned businesses or as may directly or indirectly advance the interests of the Association;
- (26) to apply for, purchase or otherwise acquire, protect, maintain and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the intellectual property rights or information so acquired and to experiment with any such rights which the Association may propose to acquire;
- (27) to invest and deal with the moneys of the Association not immediately required in any manner and hold and deal with any investment so made and to delegate the exercise of this power upon such terms and with such remuneration as the Association shall think fit to professional investment managers;
- (28) to pay or to provide or to make such arrangements for providing such gratuities, pensions, benefits, loans, compensations or other awards or benefits, and to establish, support, subsidise and subscribe to any institutions, associations, clubs, schemes, funds or trusts, whether to or for the benefit of present employees of the Association or of Westmorland County Football Association or of any association which is a subsidiary association of the Association or is allied to or associated with or affiliated to or in membership of the Association or with any such subsidiary association, or to or for the benefit of persons presently or formerly involved in the game as a player or referee or assistant referee or otherwise, or to or for or for the benefit of persons who are or were related to or connected with or dependants of any such persons, or otherwise as may be thought directly or indirectly to advance the interests of the Association;
- (29) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments and to operate bank accounts;
- (30) to act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co-operation, joint venture or otherwise) with other persons or associations as may be thought to advance the interests of the Association and to vest any property of the Association in any person or association on behalf of the Association and with or without any declaration of trust in favour of the Association;
- (31) to apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling the Association to carry any of its objects into effect or for extending any of the powers of the Association or for effecting any modification of the constitution of the Association or for any other purpose which may be thought expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Association;
- (32) to sell, lease, mortgage, dispose of, grant rights over or otherwise deal with the whole or any part of the undertaking, property or assets of the Association on such terms as may be thought fit and to execute any document and do all such acts and things which may be needed for the efficient management, development and administration of such property and assets;
- (33) to pay for any rights or property acquired by the Association and to remunerate any person or association, whether by cash payment or by any other method that may be thought fit;
- (34) to establish or promote associations and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, hold, dispose of and deal with, and guarantee the payment of interest, dividends and capital on all or any of the shares, debentures, debenture stock or other securities or obligations of any association, company or undertaking and to pay or provide for brokerage, commission and underwriting in respect of any such issue on such terms as may be thought fit;
- (35) to co-ordinate, finance and manage all or any part of the operations of any association which is a subsidiary association of or otherwise under the control of the Association and generally to carry on the business of a holding Association;
- (36) to carry on through any subsidiary or associated association any activities which the Association is authorised to carry on and to make any arrangements whatsoever with such association (including any arrangements for taking the profits or bearing the losses of any such activities) as may be thought fit;
- (37) to raise or borrow money for the objects of the Association in such manner as may be thought fit and to receive deposits and to mortgage, charge, pledge or give liens or other security over the whole or any part of the Association's undertaking, property and assets (whether present or future), for such purposes and in such circumstances and on such terms and conditions as may be thought fit;
- (38) to lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured, whether in respect of its own obligations or those of some other person or association, in such circumstances and on such terms and conditions as may be thought fit;

- (39) to effect insurances against risk of loss to the Association, or against risk or accident to any servants of the Association in the course of their employment by the Association or to any persons while participating in any way in the game or in connection with promoting, fostering or developing the game, and to pay premiums on any such insurance;
  - (40) to pay out of funds of the Association or agree to pay all or any of the promotion, formation and registration expenses of the Association;
  - (41) to make any donations in cash or assets or establish or aid in the establishment of or contribute to or support any public, general, political, charitable, benevolent or useful object which is thought to be in the interests of the Association or its members to contribute to or to support;
  - (42) to do all or any of the things stated in this Clause 3 within the boundaries of the County whether as principal, agent or trustee or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise;
  - (43) to do all such other things as shall be thought fit to further the interests of the Association or to be incidental or conducive to the attainment of all or any of the objects stated in this Clause 3.
4. The objects stated in each part of Clause 3 shall not be restrictively construed but shall be given the widest interpretation. In Clause 3, the word "association" shall, except where used to refer to the Association, mean any partnership or other body or person, whether corporate or unincorporated, and whether domiciled in the United Kingdom or elsewhere. Except where the context expressly so requires, none of the sub-Clauses of Clause 3, or the objects stated in Clause 3, or the powers conferred by Clause 3, shall be limited by, or be deemed subsidiary or auxiliary to, any other sub-Clause of Clause 3, or any other object stated in Clause 3 or any other power conferred by Clause 3.
5. The liability of the members is limited.
6. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to the members of the Association save that the provisions of Clause 8 of this Memorandum shall apply on the winding-up or dissolution of the Association. Provided that nothing herein shall prevent any payment in good faith by the Association:
- (a) of reasonable and proper remuneration to any director, member, officer, servant or consultant of the Association for any services rendered to the Association and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such director, member, officer, servant or consultant of the Association;
  - (b) to any director who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other directors to act in that capacity on behalf of the Association;
  - (c) of interest on money lent by a member of the Association or its directors at a commercial rate of interest;
  - (d) to any director of reasonable and proper out-of-pocket expenses;
  - (e) of reasonable and proper rent for premises demised or let by any member of the Association or by any director;
  - (f) of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Association.
7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £10) to the Association's assets if it should be wound-up while he is a member or within one year after he ceases to be a member, for payment of the Association's debts and liabilities contracted before he ceases to be a member, and the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributors among themselves.
8. If upon the winding-up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall be paid to or distributed among the members of the Association equally.

18 June 2001