



WORKING TOGETHER AGREEMENT

relating to

STIRLING ALBION FOOTBALL AND ATHLETIC CLUB LIMITED

Between

STIRLING ALBION FOOTBALL AND ATHLETIC CLUB LIMITED

and

STIRLING ALBION SUPPORTERS' SOCIETY LIMITED

Dated

2022

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THIS AGREEMENT is dated

2022

BETWEEN:

- (1) **STIRLING ALBION FOOTBALL AND ATHLETIC CLUB LIMITED** registered in Scotland with Company Number SC024021 whose Registered Office is at Forthbank Stadium, Forthside Way, Springkerse, Stirling, FK7 7UJ (the “**Club**”);
- (2) **STIRLING ALBION SUPPORTERS’ SOCIETY LIMITED** a registered society with Company Number SP29560R whose Registered Office is at 10 Albert Place, Stirling, FK8 2QL (the “**Trust**”).

The above (1) to (2) are each referred to as a Party and collectively as Parties to this Agreement.

WHEREAS:

- (A) The Trust is the majority shareholder of the Club, holding 83.4% of the issued share capital.
- (B) The Parties have agreed to regulate relations between themselves and the affairs of the Club on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

Articles	means the articles of association of the Club in place from time to time.
Board	means the board of directors (as constituted from time to time) of the Club.
Business Day	means, any day (other than Saturday and Sunday) on which ordinary clearing banks are open for their full range of normal business in Scotland.
Business Hours	9.00am to 5.00pm UK time
Confidential Information	means, in relation to each Party to this Agreement any information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement, whether orally or in writing or any other medium, and whether the information is expressly stated to be confidential or marked as such, provided that such information shall not include any information that is in the public domain other than by the breach of the confidentiality obligations contained in this Agreement.
Financial Year	an accounting reference period (as defined in section 391 of the Companies Act 2006) of the Club.
Independent Director:	A non-executive director who is not a Trust Representative Director.

Reserved Matters	means any matter referred to in Clause 6.
Trust Board	means the board of directors (as constituted from time to time) of the Trust.
Trust Representative Director	a non-executive director fulfilling the role specified in Clause 3.3.

- 1.2 Unless the context requires otherwise, each reference in this Agreement to:
- 1.2.1 writing, and any related expression, includes a reference to any communication effected by telex, facsimile transmission, email or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; and
 - 1.2.3 Clauses and Sub-clauses are references to Clauses and Sub-clauses of this Agreement unless otherwise expressly stated.
- 1.3 In this Agreement:
- 1.3.1 any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;
 - 1.3.2 words importing the singular include the plural and vice versa; and
 - 1.3.3 words importing any gender include any other gender.
 - 1.3.4 reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 Words and phrases defined in any part of this Agreement have the same meanings throughout this Agreement.

2 REPRESENTATIONS

Each of the Parties represent to the other that they have taken all necessary actions to enable them validly to accept and perform the obligations required under the terms of this Agreement and that performance of the provisions of this Agreement will not result in a breach of or constitute a default under any agreement or other contractual restriction binding upon them.

3 ROLES OF THE PARTIES

- 3.1 The role of the Board is the day-to-day running of the Club and the creation of strategies for the Club and includes but is not limited to:
- 3.1.1 delegating authority to staff to operate the Club in an efficient and effective manner, ensuring the appropriate staffing levels and expertise required are in place, overseeing operations and providing support to staff;
 - 3.1.2 ensuring compliance with applicable laws and regulations, including obligations to HMRC and to the football authorities;
 - 3.1.3 making the financial and operational decisions necessary for the efficient and effective running of the Club;
 - 3.1.4 working with the Trust Board to set the strategic direction of the Club;

- 3.1.5 producing business plans consistent with the Club's strategic direction;
- 3.1.6 ensuring compliance with this Agreement and any other governance agreement.
- 3.2 The role of the Trust Board is to:
 - 3.2.1 delegate authority to the Board to run the Club as per Clause 3.1;
 - 3.2.2 ensure the Club operates in a way consistent with the Trust's overall objects;
 - 3.2.3 work with the Board to set the strategic direction of the Club;
 - 3.2.4 help ensure the Club are aware of Trust members' views;
 - 3.2.5 keep Trust members suitably and appropriately informed on Club matters;
 - 3.2.6 manage the affairs of the Trust, including ensuring compliance with applicable laws and regulations and obligations to the Financial Conduct Authority.
- 3.3 The role of a Trust Representative Director is to:
 - 3.3.1 use their skill, knowledge and experience to the best of their ability to act in the best interests of the Club to promote its success;
 - 3.3.2 represent the views of the Trust on the Board;
 - 3.3.3 keep the Board informed of any relevant Trust matters;
 - 3.3.4 Report back to the Trust Board on Club matters.
- 3.4 The role of an Independent Director is to use their skill, knowledge and experience to the best of their ability to act in the best interests of the Club to promote its success.
- 3.5 The role of the Chair of the board is to:
 - 3.5.1 lead the board and ensure it operates effectively;
 - 3.5.2 set the board's agenda;
 - 3.5.3 ensure the board is setting and implementing the Club's strategy;
 - 3.5.4 provide support to operational staff;
 - 3.5.5 maintain governance standards;
 - 3.5.6 ensure effective communication between the Club and the Trust.
- 3.6 It is the responsibility of both the Board and the Trust Board to ensure there is effective communication between them.
- 3.7 The Parties agree they are committed to the principles of fan ownership and community involvement, in particular:
 - 3.7.1 placing the community at the heart of club activity;
 - 3.7.2 ensuring the governance of the club is open, transparent and in line with best practice;
 - 3.7.3 striving to ensure the Club finishes as high as possible in the Scottish Professional Football League structure while remaining fan-owned and a sustainable business.

4 THE BOARD

- 4.1 The appointment and conduct of the Board shall be regulated in accordance with this Agreement.

Board Make-Up and Meetings

- 4.2 The Board shall consist of a minimum of five and maximum of seven directors, of which two shall be Trust Representative Directors.
- 4.3 One director can be executive, being the role responsible for leading the Club's operations, whether that role is called General Manager, Chief Executive Officer, Chief Operations Officer, Operations Director or some other such title. If that executive role is not a director role, the person in that role will be entitled to attend board meetings to report and contribute to discussions but will not have a vote in any decision of the directors where a vote is used. The decision on whether or not that role is a director shall be taken by the Board and ratified by the Trust Board.
- 4.4 The remaining directors shall be Independent Directors.
- 4.5 The Chair of the Board shall be chosen by a majority vote of the directors from among their own number. This choice must be ratified in writing by the Trust Board. The executive director on the board, should there be one, is not eligible to be Chair.
- 4.6 The Chair of the Board shall be appointed for a minimum of a three-year term and is eligible for a further three-year term.
- 4.7 The Chair has a casting vote at Board meetings.
- 4.8 The Board may invite persons to board meetings it deems to have the appropriate skills or knowledge to help the board to consider a specific agenda item or make a specific decision. These invitees must be present for that specific agenda item only.
- 4.9 There shall be at least 4 Board meetings per year convened at a reasonable location and on reasonable notice.
- 4.10 Any question arising at any meeting of the Board, other than Reserved Matters, shall be decided by a majority of votes of the directors present. For such questions, the Board will be entitled to resolve matters by written resolution of all the directors.
- 4.11 Meetings of the Board may be held by telephone conference, video conference or other communication facility so long as all directors participating in the meeting may simultaneously hear and communicate with all other participating directors.
- 4.12 The quorum for Board meetings shall be four of whom one must be a Trust Representative Director.
- 4.13 The Club shall hold an Annual General Meeting ("**AGM**") within 7 months of the end of a Financial Year. The business of the AGM shall include: receiving the statutory accounts for that Financial Year; electing and reappointing directors; and reappointing the Club's auditors.

Appointment of Directors

- 4.14 Directors will be chosen by a "Selection Committee" made up of two members of the Board and two members of the Trust Board.
- 4.15 Candidates for directors shall be identified by requesting applications through a recognised recruitment process or by personal approaches to known individuals. The selection process shall include submission of a candidate's CV and at least one interview.
- 4.16 Candidates shall be chosen on merit against pre-set criteria of skills, experience and knowledge.

- 4.17 A job description shall be prepared for directors which shall include: descriptions of roles required, using the roles described in Clause 4.32 and any other applicable roles; expectations for time commitment; and skills, experience and knowledge required.
- 4.18 For Trust Representative Directors, the requirements of the role described in Clause 3.3 shall be made clear to prospective candidates and included in any job description.
- 4.19 Candidates for Trust Representative Directors may or may not be members of the Trust Board or members of the Trust prior to their appointment. If a candidate is not a member of the Trust prior to their appointment as a Trust Representative Director, they must join the Trust on their appointment.
- 4.20 A Trust Board member board member wishing to be considered as a Trust Representative Director should first indicate this willingness to the Trust Board.
- 4.21 The candidates chosen by the Selection Committee to be directors must have their appointments ratified first by the Board and then by the Trust Board and those ratifications must be recorded in the minutes of those boards.
- 4.22 The Trust will seek the approval of their membership for each chosen candidate, both for Trust Representative Directors and Independent Directors.
 - 4.22.1 The approval of the Trust's membership shall take the form of a vote where a Trust member will indicate whether he is voting "For" or "Against" a candidate.
 - 4.22.2 Following the appointment of the first Board under this Agreement, for any further appointment, the Trust may conduct a vote of the Trust's membership to guide how the Trust votes on the appointment of a director at an AGM of the Club using the same process as described in Sub-clause 4.22.1.
 - 4.22.3 If there is an executive director as described in Clause 4.3, the Trust shall not be required to seek the approval of their membership for the executive's appointment as a director.

Term, Resignation and Reappointment of Directors

- 4.23 The term for a director shall be three years after which the director must resign. A director is eligible for reappointment at the end of their three-year term for a maximum of three further terms, giving a maximum of four terms.
- 4.24 Directors will be appointed or reappointed at an AGM of the Club apart from where specified in Clause 4.25.
- 4.25 Following the appointment of the first Board under this Agreement, at the first AGM following the adoption of this Agreement:
 - 4.25.1 there will not be a vote on the appointment of each director; and
 - 4.25.2 the terms of appointment of each director will start.
- 4.26 A director must resign at the AGM immediately following the end of their term.
- 4.27 Following the appointment of the first Board under this Agreement, to ensure stability and prevent all directors changing at the same time into the future, two directors' first terms will be two years and two directors' first terms will be four years.
 - 4.27.1 For each director covered by this Clause 4.27 the term after the first term shall be three years and each director shall be eligible for a maximum of four terms.
 - 4.27.2 Which directors are chosen to be those covered by this Clause 4.27 shall be decided by the Board or by a drawing of lots.
- 4.28 In the event of a director resigning or otherwise leaving their post before the end of their term or not standing for reappointment at the end of their term, if the director is to be replaced, the process outlined in Clauses 4.14 to 4.22 shall be followed.

- 4.29 With the prior approval of the Trust board, the Board may co-opt a director to fill a vacancy. A co-opted director's appointment must be ratified at the first AGM following their co-option.
- 4.30 Prior to voting on reappointment of directors at an AGM of the Club, the Trust may seek the approval of their membership to guide how the Trust will vote using the process described in Sub-clause 4.22.1.
- 4.31 In the case of a reappointment, a document describing achievements as a director should be provided to both the Board and the Trust Board by the director seeking reappointment.

Roles of the Directors

- 4.32 The following roles are required to be undertaken by directors on the board:
- 4.32.1 one director must be designated as having responsibility for Child Protection to meet the requirements of SFA licensing;
 - 4.32.2 a director should have oversight responsibility for all football club compliance, as required by the SFA, the SPFL and by any legal statute or applicable common law;
 - 4.32.3 a director should be a qualified accountant or experienced financial manager to oversee and be responsible for the club's financial management, working in conjunction with the Club's accounting services provider;
 - 4.32.4 one director should be responsible for overseeing commercial income generation e.g. sponsorship, advertising, hospitality, retail i.e. any income outside direct football income (being gate receipts and prize money);
 - 4.32.5 one director should have a strategic oversight role for junior and youth football, and be responsible for football development i.e. the pathway from junior to youth to 1st team.
 - 4.32.6 a director should be responsible for overseeing community engagement activities.
- 4.33 A single director may fulfil more than one of the roles described under Clause 4.32. These roles are not exhaustive and other roles for directors may be applicable from time to time.
- 4.34 The Club will enter into and maintain a standard Directors and Officers Liability insurance policy and the cost of such insurance shall be borne by the Club.

5 MANAGEMENT AND FINANCIAL INFORMATION

- 5.1 The Club shall prepare an operating budget for each Financial Year, containing projections of income and expenditure broken down into relevant categories. One of the expenditure categories must be staff costs for which a suitable breakdown shall be provided as part of the budget documents. The budget must be approved firstly by the Board and then the Trust Board no more than one month after the start of the Financial Year to which it relates.
- 5.2 The Club shall prepare management accounts, containing a profit & loss account showing performance against budget and balance sheet, on at least a quarterly basis and, after approval by the Board, provide quarterly management accounts to the Trust Board.
- 5.3 The Board shall prepare a business plan containing objectives for the Club and financial projections by Financial Year, including profit and loss and cash flow projections. The business plan shall be updated from time to time and financial projections shall be updated annually after the conclusion of a Financial Year. The business plan shall be submitted to the Trust Board for approval.
- 5.4 The board shall prepare a risk register or other document outlining the risks for the Club, covering statutory and regulatory risks and risks to the delivery of the business plan, showing how those risks are being mitigated or managed.

6 RESERVED MATTERS

6.1 The Club shall not without the prior written consent of the Trust Board:

Heritage Matters

- 6.1.1 change the Club's name or nickname, the colours and style of the Club's home playing strip, or the Club's badge;
- 6.1.2 allow the club's name, nickname or badge to be used by any organisation other than the Club or approve any license for the use of the Club's name, nickname or badge;
- 6.1.3 change the Club's status within the Scottish Football Association or Scottish Professional Football League;
- 6.1.4 change the club's stadium location or name or alter the stadium's playing surface from grass to an artificial surface;
- 6.1.5 name a stand at the Club's stadium;
- 6.1.6 extend the Club's activities into significant new business areas or to cease to operate all or any significant part of the Club's current business;

Corporate Matters

- 6.1.7 effect any reorganisation of share capital, including but not limited to:
 - 6.1.7.1 changing the total number of shares or rights attaching to shares;
 - 6.1.7.2 creating a new class of shares;
 - 6.1.7.3 issuing new shares or allotting unissued shares.
- 6.1.8 pay or declare dividends or distributions;
- 6.1.9 incorporate any new subsidiary or associated company or acquire any shares in the capital of any other company;
- 6.1.10 initiate any winding-up, liquidation or insolvency proceedings;

Financial Matters

- 6.1.11 incur any borrowings or debt apart from that incurred in the ordinary course of trade;
- 6.1.12 incur capital expenditure on individual items of more than £25,000 excluding VAT;
- 6.1.13 enter into a leasing commitment with a duration of more than 5 years or for a total value exceeding £15,000 excluding VAT;
- 6.1.14 enter into contracts of a cost to the Club exceeding £25,000 excluding VAT per annum, including non-playing staff contracts;
- 6.1.15 allow any overspend greater than 5% in the staff costs approved in the annual budget;
- 6.1.16 purchase or dispose of any land or buildings;
- 6.1.17 agree remuneration for any non-executive directors;

Other Matters

- 6.1.18 cast a vote where a vote is required on a fundamental matter, for example on league reconstruction, by the Scottish Football Association or Scottish Professional Football League.

- 6.1.19 appoint a person to the role responsible for leading the Club's operations, whether that role is called General Manager, Chief Executive Officer, Chief Operations Officer, Operations Director or some other such title;
 - 6.1.20 commence or settle any material litigation; and
 - 6.1.21 approve any related party transactions.
- 6.2 The selection of a candidate to be the new first team manager for the Club will be undertaken by a committee of four some of whom who may or may not be directors of the Club and may be specialists in football management recruitment. The make-up of the committee and subsequently the selected candidate shall be ratified firstly by the Board and then by the Trust Board.

7 CONFLICT WITH THE ARTICLES

- 7.1 Insofar as any provision of this Agreement shall conflict with any provisions of the Articles the provisions of this Agreement shall prevail.
- 7.2 The Trust shall, whenever necessary, exercise all voting and other rights and powers lawfully available to it as a shareholder of the Club to procure the amendment, waiver or suspension of any relevant provision of the Articles to the extent necessary to permit the Club and its affairs to be administered according to this Agreement so long as any such action is permitted by law.

8 CONFIDENTIALITY

- 8.1 In relation to Confidential Information, the Parties each undertake, except as authorised in writing by the Club, that they shall:
 - 8.1.1 use their best endeavours to keep confidential all Confidential Information;
 - 8.1.2 not disclose any Confidential Information to any other person except its current employees, bankers, lenders, accountants, legal and other professional advisers, in each case only where such persons or entities are under appropriate confidentiality obligations, or to any person, body or entity to whom either Party is required to disclose the Confidential Information by law;
 - 8.1.3 not use any Confidential Information for any purpose otherwise than as contemplated by and subject to the terms of this Agreement;
 - 8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information other than in the course of normal business; and
 - 8.1.5 ensure that no agents or advisors of a Party does any act which, if done by that Party would be in breach of the provisions of Sub-clauses 8.1.1 to 8.1.4 above.
- 8.2 The provisions of this Clause 8 shall continue in force in accordance with its terms during the continuance of this Agreement and within five years after its termination.

9 NOTICES AND SERVICE

- 9.1 All notices, approvals and ratifications to be given under this Agreement shall be in writing and shall either be delivered by hand or sent by first class prepaid post or recorded delivery post or by facsimile transmission or email to the address of the Party set out in this Agreement or to such other address notified by the Party, and shall be deemed duly received:
 - 9.1.1 in the case of a notice delivered by hand, at the time of delivery or if delivery is not in Business Hours, 9.00 am on the first Business Day following delivery;

- 9.1.2 in the case of a notice sent by first class prepaid post or recorded delivery post, at the time at which it would have been delivered in the normal course of post; and
- 9.1.3 in the case of facsimile transmission or email, if sent during normal Business Hours then at the time of transmission and if sent outside normal Business Hours then on the next following Business Day.

10 **NO PARTNERSHIP OR AGENCY**

- 10.1 This Agreement shall not be construed so as to create a partnership or joint venture between the Parties.
- 10.2 Nothing in the Agreement shall be construed so as to constitute either of the Parties the agent of the other.

11 **NO WAIVER**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

12 **SEVERANCE**

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

13 **ENTIRE AGREEMENT**

- 13.1 This Agreement contains the entire agreement between the Parties and supersedes and replaces all previous agreements and understandings between the Parties.
- 13.2 Each Party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement.

14 **THIRD PARTY RIGHTS**

A person or organisation who is not a party to this Agreement shall not have any rights under the Contracts (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Agreement.

15 **REVIEW**

- 15.1 This Agreement will be subject to periodic review by the Parties together.
- 15.2 The first review will take place within one calendar year of the date of signing and subsequent reviews thereafter will be held by a date agreed by the Parties immediately after each review.

16 TERMINATION

- 16.1 This agreement terminates immediately upon the occurrence of any of the following events:
- 16.1.1 The agreement of both parties; or
 - 16.1.2 the passing of a resolution for the winding up of the Club; or
 - 16.1.3 the appointment of a receiver, administrator or administrative receiver over the whole or any part of the assets of the Club.
- 16.2 Termination of this agreement shall be without prejudice to the rights or obligations of either party accrued prior to such termination, or under any provision which is expressly stated not to be affected by such termination including in respect of any prior breach of this agreement.

17 SIGNING

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

18 APPLICABLE LAW AND JURISDICTION

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of Scotland.
- 18.2 The Parties agree to submit to the exclusive jurisdiction of the courts of Scotland.

SIGNED FOR AND ON BEHALF OF STIRLING ALBION FOOTBALL AND ATHLETIC CLUB LIMITED BY:

Name:

.....

Signature:

.....

Date:

.....

in the presence of:
(Witness signature)

.....

.....
(Print name)

.....

.....
(Address)

SIGNED FOR AND ON BEHALF OF STIRLING ALBION SUPPORTERS' SOCIETY LIMITED BY:

Name:

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Signature:

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Date:

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in the presence of:
(Witness signature)

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(Print name)

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(Address)