

MEMORANDUM OF UNDERSTANDING BETWEEN THE FULHAM SUPPORTERS' TRUST AND FULHAM FOOTBALL CLUB

PARTIES

1. Fulham Supporters' United Limited, also known as the Fulham Supporters' Trust, a community benefit society registered in England and Wales under number IP29591R and whose registered address is P.O. Box 63958, London, SW15 9AH (the "**Trust**"); and
2. Fulham Football Club Limited, a company incorporated in England and Wales under number 02114486 and whose registered address is Fulham Football Club, Training Ground, Motspur Park, New Malden, Surrey, KT3 6PT. (the "**Club**");

singularly, a "**Party**" and together, the "**Parties**".

Introduction

- A) The Club is a professional football club which is currently a member of the English Football League (the "**EFL**") and is affiliated to the Football Association (the "**FA**");
- B) The Trust is a community benefit society, whose members are fans of the Club;
- C) Over the last three years, the Trust has developed a successful relationship with the Club. The Trust has attended regular meetings with the Club's senior officials - including its Chief Executive Officer, Alistair Mackintosh – to discuss matters of relevance to the Club, the Trust and/or the Parties. The Trust has taken notes of these meetings and later published them to its members and other supporters;
- D) The Parties agree and acknowledge that their current relationship exceeds the requirements introduced by the Premier League and the English Football League in 2016, however the Parties would like to further develop their pioneering approach to supporter engagement; and
- E) The Parties have therefore agreed upon the following, non-binding, terms as a means of recording their existing relationship and aiming to build upon it.

Terms

1. Scope and Term

- 1.1 The Parties agree and acknowledge that this Memorandum of Understanding ("**MOU**") is not a legally binding document, does not create legal relations between the Parties and does not impose legal obligations upon either Party. This MOU is instead intended to record the key principles which the Parties intend will underpin their future relationship.
- 1.2 This MOU shall continue until terminated by either Party. Either Party shall have the right to terminate this MOU at any time and for any reason, without liability to the other Party. This MOU shall not be varied without the written consent of both Parties.

2. The Club

- 2.1 The Club agrees to meet with the Trust on a regular basis. Although it is envisaged that these meetings will be held not less than once per month, the Parties agree and acknowledge that such meetings will be subject to the Club's first team schedule, business commitments and the availability of the Club's key staff.
- 2.2 At the meetings, the Club will discuss and liaise with the Trust (and where possible, provide non-confidential documents relating to the same) on matters including:
- (a) key matters relating to the heritage and/or future plans of the Club, including any proposals to:
 - (i) move its Training Ground or Stadium to any location other than the locations which exist as at the date of this MOU;
 - (ii) materially alter the Club logo; or
 - (iii) materially change the colour of the Club's home kit;
 - (b) the Club's commercial plans, including how the Trust may work with the Club in improving:
 - (i) the food and drink offered at the Stadium;
 - (ii) the attendance and atmosphere at the Stadium; and
 - (iii) the engagement of fans in the Stadium; and
 - (c) matters raised by the Government, the FA, the EFL (or Premier League, where applicable) or national supporters' bodies which are of relevance to the Club and/or the Parties.
- 2.3 The Club shall ensure that its meetings with the Trust are attended by members of its management board (including the Chief Executive Officer, where possible) or otherwise such senior Club staff as are appropriate in order to address matters included on the meeting agenda.

3. The Trust

- 3.1 The Trust agrees and acknowledges that:
- (a) the Club is entering into this MOU in good faith and on the basis that a relationship of trust has developed between the Parties to date;

- (b) during the course of this MOU the Trust may become privy to (whether by intentional or inadvertent disclosure by the Club, or pursuant to its attendance on the Club's premises) confidential and/or commercially sensitive information relating to the Club, its staff and/or its business affairs ("**Confidential Information**");
- (c) the Trust shall not be entitled to disclose any Confidential Information without the express written permission of the Club; and
- (d) in the event that the Trust discloses any Confidential Information without the Club's express written consent, it will fundamentally damage the relationship of trust between the Parties.

3.2 The Trust shall ensure that:

- (a) it is and remains incorporated in England and Wales under the details set out at the head of this MOU and complies with any laws or regulations applicable to its operations and functions;
- (b) it is and remains constituted pursuant to a democratic 'one member, one vote' governance structure and offers an open, inclusive, non-discriminatory and affordable membership to supporters of the club;
- (c) it regularly monitors and regulates its members to ensure that such members:
 - (i) are supporters of the Club;
 - (ii) are not deliberately hostile to, or disparaging of, any of the Club's staff (save in respect of any fair comment as to the on-field performance of the first team, its players or first team coaching staff); and
- (d) it regularly consults with its membership and (where appropriate) the Club's wider supporter base, on key issues relating to the Club.

3.3 The Trust shall ensure that, in connection with any monthly and/or other meetings with the Club:

- (a) 72 hours prior to any meeting, it provides the Club (by email to such address as the Club shall direct from time to time), with a proposed written agenda, setting out the items which the Trust proposes to raise at the meeting and the attendees at the meeting;
- (b) it nominates one person at each meeting to take accurate notes of the matters discussed (save where the Club asks the Trust not to record any confidential or sensitive matters);
- (c) any attendees on behalf of the Trust:
 - (i) are free of any conflict of interest or any other matter which brings into question his/her independence or good faith in attending the meeting;

- (ii) comply with the Club's instructions relating to the venue at which the meeting is held, including any health and safety or other applicable measures;
- (d) it sends to the Club a draft of any meeting notes which the Trust proposes to publish and agrees the content of any such notes with the Club prior to publication; and
- (e) it keeps the Club regularly updated as to the media forums in which the meeting notes are published.

Each party hereby confirms its agreement to the terms contained in this memorandum of understanding.

Signed on behalf of Fulham Supporters' United Limited:

Name:

Position:

Date:

Signed on behalf of Fulham Football Club Limited:

Name:

Position:

Date: