

MEMORANDUM OF UNDERSTANDING BETWEEN SWINDON TOWN FOOTBALL CLUB AND TRUST STFC

Parties

The parties to this Memorandum of Understanding are:

1. Swindon Town Community Mutual Ltd (also known as Trust STFC), a community benefit society registered with the Financial Conduct Authority (FCA) with Register No: 29254R and whose registered address is 42 Elmina Road, Swindon, Wilts, SN1 2BG (“the Trust”).

2. Swindon Town Football Company Ltd., a company incorporated in England and Wales under number 00053100, and whose registered address is The County Ground, County Road, Swindon, SN1 2ED (“the Club”).

singularly, a “**Party**” and together, the “**Parties**”.

Introduction

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”).

The Trust is an independent community benefit society, regulated by the Financial Conduct Authority, whose primary aim is to support the off-field activities of the Club and to serve as a critical best friend of the Club. Its members are fans of the club and are represented by the Trust Board. Since its creation the Trust has held meetings with the Club’s owners, Chief Executives and senior officials to discuss issues of concern.

The Parties to this Memorandum of Understanding agree upon the following, non-binding, terms as a means of recording their existing relationship and aiming to build upon it.

The Trust will:

- a) Offer an open and affordable membership to any supporter of the Club.
- b) Ensure it has constituted democratic procedures and governance structure.
- c) Maintain membership of the Football Supporters Association (FSA) and adhere to its principles.
- d) Hold annual AGMs and open democratic elections of Board members.
- e) Use its constitution to co-opt supporter groups with specific interests and concerns.
- f) Consult with its membership regularly on issues of importance particularly ahead of structured dialogue meetings with the Club.
- g) Be represented by people who understand their role as democratically elected representatives acting on behalf of supporters.
- h) Respect other existing communication and supporter dialogue structures that exist between supporters and the Club and, in particular, seek to work constructively with the Official Supporters Club.
- i) Not disclose any confidential information, or allude to it, without the express written permission of the Club.
- j) Send the Club a draft of any meeting notes which the Trust proposes to publish and agree the content of any such notes with the Club prior to publication.
- k) Send the Chair and/or Vice Chair and other Board members as appropriate to the advisory Board

- l) Recognise anyone attending the advisory board or any other meetings between the Club and the Trust on behalf of the Trust are representing the views of the Trust or, on specialist issues, have the support of the Trust.

The Club will:

- a) Strive to be the leading club in the country for fan engagement and community outreach
- b) Create an advisory board, meeting monthly, which will include representatives from the Trust and the Official Supporters Club and a former manager or player of the Club.
- c) Provide the Trust with quarterly management and financial updates on the financial position and performance of STFC that contain a sufficient level of detail to build trust and an understanding of how the Club is being run, without compromising the Club's position in a competitive market or revealing confidential information such as undisclosed transfer fees or individuals' salary details.
- d) File full (as opposed to abbreviated) annual accounts on time.
- e) Present the advisory board with 1, 3, 5 and 10 year plans for the strategic development of STFC and supporter and community engagement, and consider any feedback or proposals made by the advisory board.
- f) Set out plans for staged improvements and developments of the County Ground
- g) Discuss ideas with the Trust including but not limited to:
 - o the engagement and diversity of fans at the County Ground
 - o expanding and deepening community engagement, particularly with schools and youth football through initiatives such as player visits, free tickets and merchandise
 - o the creation of a club museum
 - o statues of former players
 - o engagement with, and support for Swindon Town Women FC
 - o the disabled facilities at the County Ground
 - o the atmosphere at the County Ground.
- h) Commit to adhere to any regulation that results from the FSAs fan-led review
- i) Discuss wider league/national consultation that will affect supporters.
- j) Discuss any meaningful potential ownership changes in advance of such changes happening.
- k) Consult the Trust on any changes to historic and cultural aspects of the Club, such as, but not limited to, changing the Club colours or Badge.
- l) Not exclude individuals from meetings without good reason.
- m) Answer all questions from local media outlets and never seek to censor or avoid questions, unless it would compromise the Club's position in a competitive market or reveal confidential information such as undisclosed transfer fees or individual's salary details.
- n) Send the Chairman, CEO and other suitable senior club representatives who have the appropriate knowledge of the club and decision-making authority to the advisory board and to meetings with the Trust.

Both parties will:

- a) Agree agenda items in a timely manner, circulating sufficient supporting information to be read ahead of all meetings.

- b) Respect that some items may be sensitive and deemed confidential, with an agreed protocol about how they should be reported.
- c) Publish minutes agreed by both Parties in a timely coordinated manner, subject to the agreed parameters at b) above.
- d) Share key contact information including roles and decision-making powers.
- e) Ensure meetings are structured and timed effectively so that any topics that either Party wants to discuss can be debated in an appropriate environment.
- f) Review the Memorandum of Understanding annually to ensure it remains relevant, progressive and aggregable.
- g) Restart and complete the planned purchase of the County Ground from Swindon Borough Council under the terms of the joint venture agreement and operate that agreement in partnership according to the agreed terms.

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