

MEMORANDUM OF UNDERSTANDING

Parties

The parties to this Memorandum of Understanding ("MOU") are:

1. **LINCOLN CITY SUPPORTERS' SOCIETY LIMITED** (also known as The Red Imps Community Trust) a community benefit society registered with the Financial Conduct Authority ("the FCA") with number IP29230R whose registered address is LNER Stadium, Sincil Bank, Lincoln, LN5 8LD ("the Trust"); and
2. **LINCOLN CITY FOOTBALL CLUB COMPANY LIMITED** (also known as Lincoln City Football Club) a limited company with number 00045611 whose registered office is LNER Stadium, Sincil Bank, Lincoln, LN5 8LD ("the Club")

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

Introduction

- A) The Club is a professional football club that 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 and it is a shareholder in the Club. Its members are shareholders of the Trust and are fans of the Club;
- C) Since its creation in 2002 the Trust has developed a successful relationship as a critical friend of the Club and has held meetings with the Club's owners, Chief Executives, and senior officials to discuss issues of concern;
- D) The Parties to this Memorandum of Understanding agree and acknowledge that their current relationship meets the requirements introduced by the Premier League and the EFL in 2016, however, the Parties would like to develop further improvements 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.

1. The Trust will:

- 1.1 Offer an open and affordable membership to any supporter of the Club;
- 1.2 Ensure it remains properly incorporated with constituted democratic procedures and governance structure, filing annual returns with the FCA;
- 1.3 Use as laid out in its constitution the co-option of individuals or representatives of other organisations including supporters' groups with the appropriate skills onto the Trust Board to positively assist the Board in the continuing governance, strategies, and actions of the Trust as a whole;
- 1.4 Consult with its membership regularly on issues of importance particularly ahead of structured dialogue meetings with the Club;
- 1.5 Subject always to the relevant rules of its constitution, ensure that the Trust board is sufficiently diverse and representative of the fan base of the Club, with the members of the Trust Board understanding their role as democratically elected representatives acting on behalf of supporters and appointing a representative to sit on the Fan Advisory Board with a representative of the Fan Advisory Board also sitting on the Trust Board;

- 1.6 Liaise with other supporters' groups and stakeholders on suitable topics for discussion ahead of structured dialogue meetings, respecting other existing communication and supporter dialogue structures that exist between supporters and the Club;
- 1.7 Set strategies and adopt initiatives that fulfil the Trust's promoted overall aim of 'Supporting Our Fans Our Club Our Community';
- 1.8 Ensure that the elected supporters/directors who represent the Trust as directors of the Club in accordance with paragraph 2.7 below adhere to the Board Membership and Conduct Policy adopted by the Trust at all times.
- 1.9 Where at all possible support the aims and actions of Lincoln City Foundation and at all times invite a representative of the Foundation to be co-opted onto the Trust Board;
- 1.10 Act in good faith at all times in support of the best interests of the Club as a whole; and
- 1.11 Undertake a regular review of overall Trust governance including such areas as the composition of the Trust Board, Skills Audits, and Future Planning processes; and
- 1.12 Enter into Data Sharing Agreements with the Club whenever required to ensure that all data shared between the Parties is processed in accordance with the UK General Data Protection Regulation.

2. The Club will:

- 2.1 Provide a suitable level of financial information split into appropriate categories and with a level of detail that builds trust and 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;
- 2.2 Grant a newly created "Fans' Share" held by the Trust and only being triggered if the Trust or Fan Advisory Board considers it necessary in the following scenarios:
 - (a) any proposed change to the name of the Stacey West Stand;
 - (b) proposals for the sale of the current ground and relocation to a new stadium elsewhere; or
 - (c) significant heritage matters including:
 - (i) a change of the Club's colours, badge, or the Imp logo; or
 - (ii) a change of the Club's name.

All other significant items such as major sponsorship deals for the Club (relating to the stadium, stands, shirts, etc) or a significant change of club ownership or control, will be managed through consultation with the Fan Advisory Board;

- 2.3 Use the meetings to discuss wider league/national consultation that will affect supporters;
- 2.4 Take the opportunity to discuss any meaningful potential ownership changes in advance of such changes happening;
- 2.5 Not exclude individuals without good reason;
- 2.6 Send suitable senior Club representatives who have the appropriate knowledge of the Club and decision-making authority to meetings with the Trust;

- 2.7 Subject always to the relevant articles of association of the Club and Lincoln City Holdings Limited, and the Club's right to review this annually, the Trust shall be permitted to:
- (a) appoint two elected supporter/directors of the Trust to the board of directors of the Club, comprising one elected supporter/director representing the Ordinary Membership of the Trust together with a further elected supporter/director representing the John O'Gaunts Club Membership of the Trust; and
 - (b) appoint one elected supporter/director to the board of directors of Lincoln City Holdings Limited to represent the Trust; and
- 2.8 Include membership of the Trust as a standard benefit provided automatically to everyone who joins the Club Gold, Silver, and Bronze Membership Schemes. The Club will pay annually to the Trust £5 per adult member of those Schemes and £1 per member of those Schemes who is under 18 years of age. The Club will also provide to the Trust when appropriate the minimum amount of data about those members required by the Trust for its legitimate purposes. The Club reserves the right to review this benefit each year.
- 3. Both parties will:**
- 3.1 Agree on agenda items in a timely manner, circulating sufficient supporting information to be read ahead of the meeting;
 - 3.2 Respect that some items may be sensitive and deemed confidential, with an agreed protocol about how they should be reported;
 - 3.3 Publish minutes agreed by both Parties in a timely coordinated manner, subject to the agreed parameters at paragraph 3.2 above;
 - 3.4 Share key contact information including roles and decision-making powers; and
 - 3.5 Ensure the meeting is 'structured' so that any topics that either Party wants to discuss can be done so in an appropriate environment.
- 4. Meetings**
- 4.1 The Club agrees to meet with the Trust on a regular basis. It is envisaged that these meetings will be held not more than four times per year, and are in addition to the Fan Advisory Board meetings, acknowledging that such meetings will be subject to the Club's first team schedule, business commitments, and the availability of the Club's key staff. However, the Club recognises that there may be occasions where additional ad-hoc meetings with the Trust may need to be convened.
 - 4.2 At these meetings, the Club will discuss with the Trust (and where possible, provide non-confidential documents relating to the same) on matters including:
 - (a) Any significant decisions of the Club, including any of those significant issues set out in paragraph 2.2 above;
 - (b) The Club's key commercial and other plans;
 - (c) matters raised by the Government, the FA, the EFL (or Premier League, where applicable), or national supporters' bodies that are of relevance to the Club and/or the Parties; and

- (d) Ideas from the Trust as to how the Club can improve supporter facilities, experiences, the atmosphere, and the engagement of the diversity of fans at the LNER stadium; the experiences of the Club's supporters when attending matches away from the LNER stadium, irrespective of where those supporters live; and the experiences of the Club's supporters who follow its matches remotely by whatever means, rather than by attending matches in person.
- 4.3 The Club shall ensure that its meetings with the Trust are attended by members of its board (including the Director for Fan Engagement, Chief Executive Officer, and Head of Supporter Services (or similar) when available) and senior Club staff, as appropriate, to address matters included on the meeting agenda.
- 4.4 The Trust shall ensure that for scheduled or emergency meetings with the Club:
- (a) 7 days before the agreed date it will submit a proposed written agenda, setting out the items which the Trust proposes to raise at the meeting and the names of those attending 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 recognise they are representing the views of the Trust or, on specialist issues, have the support of the Trust;
 - (d) it sends to the Club a draft of any meeting notes that the Trust proposes to publish and agrees to the content of any such notes with the Club prior to publication; and
 - (e) it consults with the Club about and agrees on any external media/social media dissemination of minutes.

5. Confidential Information

The Trust agrees and acknowledges that:

- (a) a relationship of trust has been developed between the Parties;
- (b) the Trust may become, by accident or design, privy to Confidential Information from within the Club and undertakes that, should this be the case, it will not (and will procure that its members do not) disclose such Confidential Information to any third party.
- (c) the Trust shall not be entitled to disclose any Confidential Information, or allude to it, without the express written permission of the Club.
- (d) If the Trust discloses any Confidential Information without the Club's express written consent, it will fundamentally damage the relationship of trust between the Parties, such that the Club will no longer engage with the Trust in the same capacity as is envisaged by this Memorandum of Understanding.

Each party hereby confirms its agreement to the terms contained in this Memorandum of Understanding.

Signed on behalf of the Trust:

Name: Ross Sanderson
Position: Chair of Trust
Date: 14/2/24.



Signed on behalf of the Club:

Name: Liam Scully
Position: CEO
Date 13/2/24

