

## TOTTENHAM HOTSPUR FAN ADVISORY BOARD (FAB) TERMS OF REFERENCE

### PURPOSE

1. Tottenham Hotspur Football & Athletic Co. Ltd's (the '**Club**') Fan Advisory Board (the '**FAB**') is intended to provide a new forum for representatives from different constituencies of our fan base, inclusive and reflective of its diversity, to ensure that, on certain matters falling within the FAB's remit (as detailed at paragraph 5 below), fans are consulted and their views considered during Club decision-making both in respect of: (i) the Tottenham Hotspur men's team; and (ii) the Tottenham Hotspur women's team operated by Tottenham Hotspur Women Football Club Limited.
2. These Terms of Reference outline the intentions of the FAB and should be read alongside the Code of Conduct (as defined at paragraph 29 below) and, with respect to certain obligations owed by each FAB Supporter Representative to the Club, a FAB Member Agreement (as defined at paragraph 30 below).

### AMENDMENTS TO AND STATUS OF THESE TERMS OF REFERENCE

3. Any amendments proposed to be made to these Terms of Reference:
  - a. **by the FAB Supporter Representatives** (with such proposed amendments being approved by a majority of the FAB Supporter Representatives) shall be discussed promptly and in good faith between the Club and FAB (each acting reasonably), provided that no amendments to these Terms of Reference shall be made unless and until such amendments have been approved in writing by the Club;
  - b. **by the Club** which are required for legal and/or regulatory purposes can be made at any time by the Club at the Club's sole discretion, provided that the Club shall circulate the amended Terms of Reference to the FAB promptly following any such amends being made;
  - c. **by the Club** which are not required for legal and/or regulatory purposes shall be discussed promptly and in good faith between the Club and FAB (each acting reasonably), provided that the ultimate decision as to whether such amendments are to be made to these Terms of Reference shall be at the Club's sole discretion.
4. These Terms of Reference are not legally binding, but rather reflect the good faith intentions and present expectations of the FAB and contain the rules regarding the administration of the FAB.

### REMIT

5. The main role of the FAB is to act as the forum through which the views of supporters are represented and shared with the Club via the FAB (including any working group(s)) for consideration during the Club's decision-making process on certain matters falling within the FAB's remit. For the purposes of this paragraph 5 only, references to the '**Club**' shall refer to both Tottenham Hotspur Football & Athletic Co. Ltd and Tottenham Hotspur Women Football Club Limited.

The remit of the FAB will include non-playing matters only such as:

- The Club's strategic vision and objectives;
- The Club's off-pitch performance updates, priorities and plans;
- Operational matchday issues of concern to fans;
- Proposals relating to significant changes to any Club heritage assets detailed in Rule M of the Football Association rules and regulations;
- Stadium issues and plans;

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- The Club's community' strategy;
- Equality, diversity and inclusion commitments; and
- The Club's plan for broader supporter engagement,

provided that the Club shall (acting at all times reasonably and in good faith) not be required to engage or consult with the FAB:

- Where the Club (or any other member of the Club's corporate group) is under confidentiality obligations with a third party and disclosure of information by the Club to the FAB would put the Club (or a member of the Club's corporate group) in breach of such confidentiality obligations; or
- Where materially delaying any decision to undertake an activity would adversely impact the Club's (or any other member of the Club's corporate group's) ability to conduct its business; or
- Where the Club's (or any other member of the Club's corporate group's) ability to pursue its own commercial interests would be unduly or significantly restricted.

### MEMBERSHIP

6. The FAB will consist of ten (10) individuals and shall be made up of the following posts with each individual representing their supporter constituency:

- A representative of the Club's Season Ticket Holders including Premium Seasonal Members;
- A representative of Tottenham Hotspur Women's Football Club Season Ticket Holders;
- A representative of One Hotspur Members;
- A representative of International Official Supporters' Clubs;
- A representative of Domestic Official Supporters' Clubs;
- Two (2) representatives of Tottenham Hotspur Supporters' Trust;
- A representative of Proud Lilywhites (LGBTQ+ Supporters' Association);
- A representative of SpursAbility (Disabled Supporters' Association); and
- A representative of Spurs REACH (Race, Ethnicity and Cultural Heritage Supporters' Association),

(together the '**FAB Supporter Representatives**' and each an '**FAB Supporter Representative**').

The membership of the FAB should reflect the diversity of the fan base. If it does not, the Club reserves the right to invite additional candidates to apply to be shortlisted for election.

7. FAB meetings will be attended by the following representatives of the Club (or their duly authorised delegate(s)):

- The Club's nominated board-level official or, in their absence, one (1) member of the Club's board of directors;
- The Club's Head of Supporter Engagement; and

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- Such additional member(s) of the Club's board of directors and senior Club staff as the Club deems appropriate,

(together, the '**Club Representatives**' and each a '**Club Representative**'), provided that the Club shall be entitled, at its sole discretion and at any time, to nominate, substitute and/or replace any Club Representative(s). Club Representatives do not have the right to vote on any matter under these Terms of Reference, other than as detailed in paragraph 36. The Chairman of the Club (or other senior representative of the Club's ownership) shall attend at least one (1) FAB meeting per year.

8. The Club's nominated board-level official will act as one (1) of the two (2) co-chairs of the FAB (the '**Club Co-Chair**'). The Club can, at its sole discretion and at any time, elect an alternative individual to act as the Club Co-Chair where the Club's nominated board-level official is unable to attend a meeting or is unavailable for a certain period of time. For the purposes of these Terms of Reference, the Club Co-Chair and the SR Co-Chair (as defined in paragraph 9 below) shall together be referred to as the '**Co-Chairs**'.
9. The second co-chair of the FAB will be a current FAB Supporter Representative (the '**SR Co-Chair**'). The election process for the SR Co-Chair shall be organised and controlled by the Club Co-Chair and shall be as follows:
  - a. As the SR Co-Chair will have access to Club board meetings, it is standard procedure for the Nominations Committee to review candidates to determine their suitability to attend such board meetings. Prior to FAB Supporter Representatives proposing a candidate for the SR Co-Chair role, the Nominations Committee (as defined in this paragraph 9) shall determine whether any of the current FAB Supporter Representatives are unsuitable to be granted access the Club board meetings and therefore are to be excluded from running as a candidate for the SR Co-Chair (those current FAB Supporter Representatives not: (i) excluded from being a candidate for the SR Co-Chair role in accordance with this paragraph 9.a; or (ii) excluded from being a candidate for the SR Co-Chair role by the Nominations Committee in accordance with any other provision of this paragraph 9, being the '**Eligible Candidates**');
  - b. The FAB Supporter Representatives shall propose an Eligible Candidate for the SR Co-Chair role with each FAB Supporter Representative having one (1) vote. Any Eligible Candidate may put themselves forward for election;
  - c. The Eligible Candidate with the most votes shall be approved as the next SR Co-Chair. In the event of a tie, further voting rounds shall take place until such time as 1 (one) Eligible Candidate receives more votes than any other Eligible Candidate; and

The first Eligible Candidate proposed to be the first SR Co-Chair shall be proposed and voted on by the FAB Supporter Representatives at the first meeting of the FAB. An SR Co-Chair shall serve from such time as they are elected pursuant to paragraph 9.c until the first FAB meeting to take place in the next following calendar year, at which time the process in paragraphs 9.a to 9.c (inclusive) shall start again (the current SR Co-Chair may run for re-election).

In the event that: (i) the SR Co-Chair is no longer a FAB Supporter Representative; (ii) the Nominations Committee revoke its approval of the SR Co-Chair at any time; or (iii) the SR Co-Chair wishes to stand down as the SR Co-Chair prior to the first FAB meeting to take place in the next following calendar year, the process to appoint a new SR Co-Chair (as detailed in paragraphs 9.a to 9.c (inclusive)) shall take place as soon as possible (and no later than two (2) weeks from the date the previous SR Co-Chair's term of office ends).

Where an SR Co-Chair is removed from acting as the SR Co-Chair due to them being removed as a FAB Supporter Representative and such person appeals their removal in accordance with paragraph 38, in the event that such person is successful in their appeal following the process outlined at paragraphs 38 to 42 (inclusive), that person shall be immediately reinstated as SR Co-Chair.

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The '**Nominations Committee**' will be comprised of a selection of the Club's board of directors (whether executive or non-executive directors), as determined by the Club in its sole discretion from time to time.

### MEMBER CRITERIA

10. Members of the FAB must, in the reasonable opinion of the Selection Panel (as defined at paragraph 16 below), meet the following criteria:

- Be over the age of 18 (eighteen) years old;
- Be genuine and long-standing supporters of Tottenham Hotspur Football Club;
- Have an understanding of Tottenham Hotspur Football Club's history, traditions and culture;
- Have an understanding of major issues affecting football supporters in England (or internationally for the International Official Supporters' Club representative); and
- Have good communication skills and a collegiate working approach.

An understanding of commercial business is helpful but not essential.

### APPOINTMENT OF FAB SUPPORTER REPRESENTATIVES

11. The following posts will be appointed directly by the relevant supporter group (with the relevant supporter group to also make any subsequent appointments (as applicable): (i) at the end of their current FAB Supporter Representative's term of office; (ii) following the current FAB Supporter Representative stepping down; and (iii) following the removal of the current FAB Supporter Representative in accordance with these Terms of Reference):

- Two (2) FAB Supporter Representatives will be appointed by Tottenham Hotspur Supporters' Trust;
- One (1) FAB Supporter Representative will be appointed by Proud Lilywhites (LGBTQ+ Supporters' Association);
- One (1) FAB Supporter Representative will be appointed by SpursAbility (Disabled Supporters' Association); and
- One (1) FAB Supporter Representative will be appointed by Spurs REACH (Race, Ethnicity and Cultural Heritage Supporters' Association).

12. The following posts will be appointed via an application process (with an application process to also take place in respect of the particular members, ticket holders or fan base a FAB Supporter Representative represents: (i) at the end of the current FAB Supporter Representative's term of office; (ii) following the current FAB Supporter Representative stepping down; and (iii) following the removal of the current FAB Supporter Representative in accordance with these Terms of Reference):

- One (1) FAB Supporter Representative will be appointed from the Club's Season Ticket Holders, which includes Premium Seasonal Members;
- One (1) FAB Supporter Representative will be appointed from Tottenham Hotspur Women's Football Club Season Ticket Holders;
- One (1) FAB Supporter Representative will be appointed from One Hotspur Members;

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- One (1) FAB Supporter Representative will be appointed to represent the International Official Supporters Clubs; and
- One (1) FAB Supporter Representative will be appointed to represent Domestic Official Supporters' Clubs.

### APPLICATION PROCESS

13. Posts appointed via application pursuant to paragraph 12 will follow the process outlined below:

- Applicant submits required information and endorsers' details via online form;
- Endorsers are invited to submit their endorsement of the applicant via online form;
- Once full submissions are received, applicants and endorsers are verified;
- The Selection Panel (as defined in paragraph 16 below) convenes to shortlist applicants; and
- Supporter constituencies will then be invited to vote for the relevant applicant via a voting portal managed by an independent election services provider (the current provider being Civica Election Services).

14. Applicants will need to provide the following information:

- Personal Information. This will need to include the applicant's: (i) full name; (ii) DOB; (iii) CRN; and (iv) membership status. Applicants will also be provided with the option to provide details on the applicant's: (a) gender; (b) ethnicity; (c) religion (if any); (d) disabilities (if any); (e) sexual orientation; (f) gender identity; and (g) employment status, to assist in ensuring the FAB represents Tottenham Hotspur Football Club's diverse fan base;
- Their history of supporting Tottenham Hotspur Football Club;
- Their understanding of Tottenham Hotspur Football Club's history, traditions and culture;
- Why they want to represent their fellow fans;
- External experience that makes them a suitable candidate to become a member of the FAB;
- Information in respect of any potential conflict of interest the applicant may have if they became a FAB Supporter Representative. Such conflicts of interest include, but are not limited to, any relationship, connection or contact the applicant has with any: (i) Club sponsor or a sponsor of any other member of the Club's corporate group; (ii) Club supplier or a supplier of any other member of the Club's corporate group; (iii) strategic partner of the Club or a strategic partner of any other member of the Club's corporate group; and (iv) employee, senior executive, director or shareholder (direct or indirect) of the Club or any other member of the Club's corporate group; and
- The full names, CRNs and email addresses of supporters who will endorse their application.

15. Endorsers of individual applications will need to provide the following information:

- Personal Information. This will need to include the endorser's: (i) full name; (ii) DOB; (iii) email address; and (iv) CRN; and
- Their reason for endorsing the relevant individual's application to become a member of the FAB.

## SELECTION PANEL

16. The FAB selection panel will be comprised of:

- The following representatives of the Club:
  - One (1) individual who is a member of the Club's, Tottenham Hotspur Women Football Club Limited's and/or Tottenham Hotspur Limited's board of directors (whether executive or non-executive), such representative to be determined by the Club in its sole discretion from time to time; and
  - The individual fulfilling the role as the Club's Head of Supporter Engagement);
- The following three (3) supporter representatives (provided that the Co-Chairs shall be able to appoint replacement supporter representatives to the Selection Panel at their discretion at any time, so long as the maximum number of supporter representatives on the Selection Panel is three (3)):
  - A representative of the Tottenham Hotspur Supporters' Trust;
  - A representative of Proud Lilywhites; and
  - A Tottenham Hotspur External Equality Champion (noting that this individual was unable to participate in the 2023 selection process).

(together the 'Selection Panel')

## EXCLUSION

17. Candidates will be ineligible for selection for the FAB (and/or shall cease to be a FAB Supporter Representative in accordance with paragraph 36) if they:

- Have been disqualified from acting as a company director;
- Have been removed from serving as a board member of a football club supporters' organisation or been prevented from acting on a football club supporters' organisation board;
- Have been subject to a decision of The Football Association, the Premier League or any other footballing authority that they be suspended or disqualified from holding office or from taking part in any football-related activity or any activity relating to the administration or management of a football club;
- Have been convicted of an offence (which is not a Spent Conviction): (i) in respect of which they are currently serving a custodial sentence; (ii) in respect of which an unsuspended sentence of imprisonment was imposed; (iii) involving any act or omission that could reasonably be considered as dishonest (irrespective of the actual sentence imposed); (iv) resulting in the imposition of a banning order under the Football Spectators Act 1989 or any analogous offence in a foreign jurisdiction (irrespective of the actual sentence imposed); or (v) in relation to ticket touting or watching football matches at unlicensed premises (irrespective of the actual sentence imposed), which was imposed by a court of the United Kingdom or a competent court of foreign jurisdiction. A '**Spent Conviction**' being a conviction in respect of which the offender is treated as rehabilitated for the purposes of the Rehabilitation of Offenders Act 1974 or, where this statute does not apply for any reason, a conviction which would be so treated had the provisions of the statute applied;
- Are required to notify personal information pursuant to Part 2 of the Sexual Offences Act 2003;

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- Act towards the Club or any other member of the Club's corporate group (or any employees, senior executives, shareholders (direct or indirect) or directors of the Club or any other member of the Club's corporate group), the Premier League or any other football authority in bad faith. For the avoidance of doubt and by way of example only, a candidate will be ineligible for selection and/or may be removed from the FAB if they act dishonestly towards a football authority or the Club (or any other member of the Club's corporate group) or if they act in a way that puts the Club (or any other member of the Club's corporate group) in a position of breaching any relevant laws, regulations and statutes imposed on the Club (or any other member of the Club's corporate group) by any authority (in any jurisdiction) having authority over the Club or any other member of the Club's corporate group (including, but not limited to, FIFA, UEFA, the Premier League, The Football Association, the Football League and any other league or competition the Club (or any other member of the Club's corporate group) is a member of from time to time);
- Have been convicted of tax fraud or other fraudulent behaviour;
- Are an undischarged bankrupt, is the subject of a bankruptcy order or has had any similar order made against them in their personal capacity in a foreign jurisdiction;
- Have made compositions or arrangements with creditors from which they have not been discharged;
- Have been found guilty of any offence involving discrimination or violence which has resulted in a sanction that extends beyond one (1) season (or the equivalent of one (1) season);
- Make any statement (or has made any statement) or act in any way (or has previously acted in any way) which is materially defamatory to: (i) the Club or any other member of the Club's corporate group (or any employees, senior executives, shareholders (whether direct or indirect) or directors of the Club or any other member of the Club's corporate group); (ii) any of the Club's (or any other member of the Club's corporate group's) sponsors, suppliers or strategic partners (or proposed sponsors, suppliers or strategic partners); (iii) the Premier League (or any employee or director of the Premier League); (iv) the Premier League's partners; or (v) any other football club;
- in the reasonable opinion of the Co-Chairs, act or has previously acted in any manner which harms or brings into disrepute the name, goodwill, reputation, image or appeal of the Club or any other member of the Club's corporate group (or any employees, senior executives, shareholders (whether direct or indirect) or directors of the Club or any other member of the Club's corporate group); or
- in the reasonable opinion of the Co-Chairs, act in a way that is disruptive towards the FAB or act in a way that is contrary to the remit (as outlined in paragraph 5) of the FAB.

## TERMS OF OFFICE

18. Under these Terms of Reference, the first FAB Supporter Representatives will serve an initial term of either three (3) or four (4) years. The drawing of lots will determine the length of each FAB Supporter Representative's initial term.
19. The drawing of lots will consist of two (2) separate draws where each FAB Supporter Representative will draw, at random, either a three (3) or four (4) year term and shall be conducted as follows:
  - Lot 1 – the representatives of the supporters' groups (including Tottenham Hotspur Supporters' Trust, Proud Lilywhites, SpursAbility and SpursREACH); and
  - Lot 2- the elected individuals detailed at paragraph 12.



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20. The Tottenham Hotspur Supporters' Trust acknowledge that they are only eligible to have one (1) FAB Supporter Representative for a three (3) year initial term and one (1) FAB Supporter Representative for a four (4) year initial term.
21. Following the expiry of a FAB Supporter Representative's appointment (save where such FAB Supporter Representative has been removed), they will have the opportunity to be re-appointed onto the FAB provided that their re-appointment is carried out in accordance with the appointment process in place for the particular FAB post that the relevant FAB Supporter Representative holds. In the event that a FAB Supporter Representative is re-appointed onto the FAB for a second term, such second term shall last up to a maximum of three (3) years.
22. Save for inaugural FAB Supporter Representatives who draw lots stating they will be appointed for an initial four (4) year term in accordance with paragraphs 18 to 20 (inclusive), a three (3) year term limit will apply to all FAB Supporter Representatives (including where FAB Supporter Representatives are re-appointed).
23. A FAB Supporter Representative shall not be entitled to stand for a third consecutive term.

### MEETINGS

24. The FAB will meet four (4) times each calendar year. In addition, working groups of FAB members will be created and the composition of such working groups will be determined at the inaugural FAB meeting to advance particular projects or workstreams, with Club staff where required, each of which when constituted shall report into the FAB.
25. The Club will serve as secretariat of the FAB and be responsible for circulating notice of each FAB meeting and an agenda to all FAB members at least five (5) working days ahead of each FAB meeting. Minutes will be circulated, agreed and published on Club channels within five (5) working days of the meeting taking place.
26. The SR Co-Chair shall attend the first Club Board meeting after each quarterly FAB meeting. The SR Co-Chair shall attend up to a maximum of four (4) Club Board meetings each calendar year.
27. The quorum at any FAB meeting shall be five (5) FAB members (of which at least two (2) shall be Club Representatives and one (1) FAB Supporter Representative). In the event that quorum is not met at any FAB meeting, the FAB meeting shall be adjourned and re-scheduled within two (2) weeks of the original FAB meeting. Those present at the rescheduled meeting shall be held to form a quorum irrespective of the number of FAB members in attendance, provided always that a minimum of two (2) Club Representatives are in attendance.
28. At any meeting of the FAB, in any exceptional circumstances where a vote of the members of the FAB is required:
  - Club Representative(s) will not have any voting rights, other than those outlined in paragraph 36 of these Terms of Reference;
  - all decisions shall be made by a show of hands;
  - questions arising and matters to be resolved shall be decided by a majority of votes;
  - subject to the first subparagraph of this paragraph 28, on any show of hands every FAB member shall have one (1) vote; and
  - unless expressly stated otherwise, the SR Co-Chair shall have a casting vote, save for matters reserved for the Co-Chairs to resolve where the SR Co-Chair shall not have a casting vote.



## CODE OF CONDUCT

29. All FAB Supporter Representatives will sign and agree to abide by the code of conduct signed between the Club and the FAB Supporter Representatives (the '**Code of Conduct**'). The Code of Conduct will require FAB Supporter Representatives to (amongst other things):

- Ensure all aspects of the FAB comply with all applicable law;
- Ensure all FAB business is in accordance with these Terms of Reference;
- Act in good faith;
- Act in the best interests of Tottenham Hotspur Football Club (which includes the Club and all members of the Club's corporate group) and its fan base at all times;
- Comply with the FAB's data protection policy at all times;
- Declare any personal interest(s) and seek to avoid any personal conflicts of interest which could arise;
- Accept decisions made by the FAB regardless of agreement with the outcome;
- Make no public comment criticising FAB decisions or act in any way against the spirit of the Terms of Reference; and
- Adhere strictly to their obligations in the FAB Member Agreement (as defined in paragraph 30 below).

Any amendments proposed to be made to the current Code of Conduct:

- a. **by the FAB Supporter Representatives** (with such proposed amendments being approved by a majority of the FAB Supporter Representatives) shall be discussed promptly and in good faith between the Club and FAB (each acting reasonably), provided that no amendments to the current Code of Conduct shall be made unless and until such amendments have been approved in writing by the Club;
- b. **by the Club** which are required for legal and/or regulatory purposes can be made at any time by the Club at the Club's sole discretion, provided that the Club shall circulate the amended Code of Conduct to the FAB promptly following any such amends being made;
- c. **by the Club** which are not required for legal and/or regulatory purposes shall be discussed promptly and in good faith between the Club and FAB (each acting reasonably), provided that the ultimate decision as to whether such amendments are to be made to the Code of Conduct shall be at the Club's sole discretion.

Promptly following any amends being made to the Code of Conduct, each FAB Supporter Representative will be required to agree and sign up to the latest version of the Code of Conduct as a condition to remaining a FAB Supporter Representative.

## CONFIDENTIALITY, DATA PROTECTION AND INTELLECTUAL PROPERTY

30. All FAB Supporter Representatives will be required to enter into an agreement with the Club, in a form approved by the Club, which shall set out (amongst other things): (i) the key standards of confidentiality expected of all FAB Supporter Representatives; (ii) FAB Supporter Representatives' obligations in relation to data protection; and (iii) certain provisions in relation to intellectual property matters, (the '**FAB Member Agreement**').

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In the event that the Club wishes to make any amendments to the FAB Member Agreement in place with a FAB Supporter Representative, the Club and the relevant FAB Supporter Representatives shall meet promptly to discuss such changes in good faith, provided that the ultimate decision as to whether such amendments should be made to the FAB Member Agreement in place between the FAB Supporter Representative and the Club shall be at the discretion of the Club. The FAB Supporter Representative will be required to agree and promptly sign up to the proposed amendments to the terms of their FAB Member Agreement as a condition to remaining a FAB Supporter Representative.

### **CLUB RIGHT OF REMOVAL**

31. If any FAB Supporter Representative: (i) is in breach of any of their obligations under the FAB Member Agreement (or refuses to sign up to any amendments made pursuant to paragraph 30); or (ii) is in breach of any part of the Code of Conduct (or refuses to sign up to any amendments pursuant to paragraph 29), the Club Representatives shall have the right to suspend such FAB Supporter Representative immediately by giving notice to such FAB Supporter Representative and convening the Co-Chairs to discuss grounds for removal. The Club's decision on removal will be final. The removed FAB Supporter Representative shall have the right to appeal the decision to remove them in accordance with the provisions of paragraphs 38 to 42.

### **CESSATION OF MEMBERSHIP**

32. Once admitted to FAB membership, a person remains a FAB Supporter Representative unless and until their FAB membership comes to an end in accordance with these Terms of Reference.
33. Any FAB member may from time to time resign from FAB membership by notice in writing delivered to the Co-Chairs or to a meeting of the FAB members. Such FAB member delivering such notice shall be deemed to have resigned and to have ceased to be a FAB member with effect from the later of: (a) delivery of such notice as aforesaid; and (b) the date of cessation stated in such written notice.
34. A FAB Supporter Representative shall be deemed to have immediately ceased to be a FAB Supporter Representative (and/or the Co-Chairs may notify the relevant FAB Supporter Representative of such cessation) in the event that a FAB Supporter Representative:
- dies;
  - is disqualified from acting as a company director;
  - is convicted of a criminal offence (which involves dishonesty);
  - becomes incapable by reason of mental disorder, incapacity, illness or injury of managing and administering their own affairs or carrying out their role as a FAB Supporter Representative;
  - is absent without the permission of the Co-Chairs from all their meetings held within a period of six (6) months and the FAB resolve by majority decision that their office be vacated; or
  - is the subject of a bankruptcy order or an order is made against them in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy.

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35. A Club Representative shall cease to be a Club Representative where such Club Representative:
- i) is removed or replaced by the Club in accordance with paragraph 7 above; or
  - ii) ceases to be an employee or officer of the Club (or ceases to be an employee or officer of the member of the Club's corporate group which employs them or of which they are an officer) for whatever reason.
36. A FAB Supporter Representative may from time to time be removed as a FAB Supporter Representative (with such removal to take effect from the time and date specified in the meeting) by a majority decision of the FAB at a duly convened meeting (such vote to exclude the vote of the relevant FAB Supporter Representative, but shall include the votes of up to a maximum of two (2) Club Representatives in attendance), where it is alleged by the Club or any member of the FAB:
- a. that a FAB Supporter Representative has committed a serious or material breach of the Code of Conduct;
  - b. that a FAB Supporter Representative has done any act or thing which, in the reasonable opinion of the FAB, brings the Club or any other member of the Club's corporate group (including its (or any other member of the Club's corporate group's) employees, senior executives, shareholders (direct or indirect), directors, suppliers (and/or proposed suppliers), sponsors (and/or proposed sponsors) and/or strategic partners (and/or proposed strategic partners)) or the FAB (including any of its members) into disrepute; or
  - c. that a FAB Supporter Representative would, at any time, be ineligible for appointment as a FAB Supporter Representative in accordance with the provisions of paragraph 17,

PROVIDED THAT, a resolution to remove a FAB Supporter Representative from the FAB in accordance with this paragraph 36 may only be passed if:

- i) the relevant FAB Supporter Representative has been given at least fifteen (15) working days' notice in writing of the meeting of the FAB at which the resolution will be proposed and the reasons why it is to be proposed;
- ii) the relevant FAB Supporter Representative or, at the option of such FAB Supporter Representative, the FAB Supporter Representative's representative (who need not be a FAB member) has been allowed to make representations to the meeting; and
- iii) the FAB decide to remove the FAB Supporter Representative by majority decision or the relevant FAB Supporter Representative fails to attend the meeting without sufficient reason.

For the avoidance of doubt, in the event that the Club exercises its right under paragraph 31 and the FAB exercises its option under this paragraph 36, the Club's right to remove a FAB Supporter Representative pursuant to paragraph 31 shall take precedence over this paragraph 36.

37. The removed FAB Supporter Representative shall have the right to appeal the decision in accordance with paragraphs 38 to 42.

### **APPEALS**

38. In the event a FAB Supporter Representative is removed and/or ceases to be a FAB Supporter Representative pursuant to paragraph 31, 34 and/or 36, then such suspended FAB Supporter Representative shall have the right to appeal by submitting grounds for appeal in writing to [appeals@tottenhamhotspur.com](mailto:appeals@tottenhamhotspur.com) within fifteen (15)

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working days of receiving the suspension/removal notice or the date the FAB Supporter Representative is deemed to have been removed pursuant to paragraph 34 (as appropriate).

39. Upon receipt of an appeal and supporting evidence, the Co-Chairs may cancel the original sanction by unanimous decision. If the sanction is not cancelled, an appeal hearing will be scheduled, which will be held within twenty (20) working days of receipt of the notice to appeal, unless additional time is requested by the Co-Chairs for further investigation (the maximum additional time being a further fifteen (15) working days).
40. The removed/suspended member will be invited to appeal their sanction in person or virtually to a panel, accompanied by a nominated individual or individuals who may contribute to the appeal. Neither the FAB nor the Club will pay any costs incurred by the removed/suspended member in connection with any appeal.
41. The panel hearing the appeal will be made up of three (3) individuals: (i) two (2) members of the Club's Senior Leadership Team (such individuals to be selected by the Club at its sole discretion); and (ii) one (1) independent individual (being a person who is not a member of the FAB nor an associate of the removed/suspended member making the appeal) who is a member of a recognised supporters group (such individual to be selected by the Co-Chairs), (the '**Appeal Panel**'). The decision of the Appeal Panel shall be made by way of unanimous or majority decision of the members of the Appeal Panel.
42. The Appeal Panel will may make such decision as it deems fit in connection with the appeal and its determination will be final. Minutes of the appeal will be recorded and kept on file and shared with the Club.

### **EXPENSES**

43. FAB Supporter Representatives based in the UK will be reimbursed for any reasonable travel costs associated with attending meetings, including those with accessible travel requirements, in accordance with the Club's expenses policy in force from time to time. Adequate provisions will be made for non-UK based members to participate in meetings, with communication costs covered. No other benefits, financial or otherwise, will be offered to FAB Supporter Representatives.

### **STATUS**

44. These Terms of Reference are without prejudice to any further binding legal or regulatory requirements (including the requirements of any football authority having jurisdiction over the Club) the Club is required to comply with in relation to fan engagement. By way of example and for illustration purposes only, this includes the introduction of a Golden Share or similar requirement in relation to specified decisions or issues concerning the Club.

### **EQUALITY, DIVERSITY AND INCLUSION COMMITMENT**

45. The Club's vision is to create an environment in which everyone; staff, supporters and the wider community feels welcome and has equal, dignified access to the Club, services and facilities.
46. The Club's aim is to be an inclusive, diverse, supportive and fair football club that values equality and is free from discrimination.
47. The vision and aim for equality, diversity and inclusion also apply to the FAB, which has been designed to reflect the diversity of the Club's fan base.
48. The Club acknowledges the importance of equality, diversity and inclusion in the operation of the FAB and shall comply with (and shall procure that the FAB complies with) all relevant provisions of the Equality Act 2010.