



CODE OF CONDUCT

Fan Advisory Board

24th November 2023



1. Introduction

- 1.1 This Code of Conduct (**Code**) sets out the standards of behaviour expected of Supporter Representatives, both individually and/or while serving in office on behalf of an eligible member organisation on the official Fan Advisory Board (**the Board**) of Newcastle United Football Club (**Club**).
- 1.2 Terms used in this Code shall have the same meanings as given in the Terms of Reference of the Board adopted on 24 November 2023 (as varied from time to time) (**Terms of Reference**).
- 1.3 Each Supporter Representative and each member organisation (acting by its nominated Supporter Representative) agrees to abide by the terms of this Code in accordance with paragraph 8 of the Terms of Reference.

2. Purpose of the Code and Values

- 2.1 The Code aims to define the standards expected of the Supporter Representatives in order to ensure that:
 - 2.1.1 the Board complies with its governing document, the Terms of Reference, and any relevant legislation and/or regulations;
 - 2.1.2 the Board remains true to the Board's Purpose (set out in paragraph 1 of the Terms of Reference); and
 - 2.1.3 Supporter Representatives act in the best interests of the Board, its members and beneficiaries at all times, declaring and seeking to avoid any personal conflicts of interest in accordance with clause 9 of the Terms of Reference.
- 2.2 Supporter Representatives and members of the Board are required to act in accordance with the Club's values, which are as follows:
 - 2.2.1 Collaborative;
 - 2.2.2 Passionate;
 - 2.2.3 Disciplined; and
 - 2.2.4 Hardworking.
- 2.3 Supporter Representatives shall:
 - 2.3.1 treat other Supporter Representatives and members of the Board, the Co-Chairs and the Club's Executive Team with respect at all times;



- 2.3.2 use their position on the Board to act in the greater fanbase's interest and not solely to pursue their own objectives; and
 - 2.3.3 engage positively during Board meetings, remain open minded and endeavour to make valuable contributions.
- 2.4 When engaging with the Club's fanbase outside of meetings, Supporter Representatives will treat all contributions from fans positively, equally, and with respect.
- 2.5 When a matter has been discussed by the Board and Club's Executive Team and has subsequently been closed, or will not be implemented for any reason, the Supporter Representative and/or member organisation shall refrain from influencing the Board or Club's Executive Team to change its decision.
- 2.6 **Law, mission, policies**
- 2.6.1 I will discharge and fulfil my legal duties and responsibilities as a Supporter Representative and act in accordance with the Board's governing document, the Terms of Reference, and abide by the policies and procedures issued from time to time by the Board.
 - 2.6.2 I will not knowingly or recklessly break the law or engage in any activity which could be likely to bring the Board and/or the Club into disrepute or breach Board policies in any aspect of my role as Supporter Representative.
 - 2.6.3 I will support the Board in the furtherance of its objectives and mission.
 - 2.6.4 I will seek to establish respectful, collegiate and courteous relationships, both with the other Supporter Representatives, representative members of the Board and externally.
3. Supporter Representatives are also required to abide by the seven Nolan Principles of Public Life:
- 3.1.1 **Selflessness**
Supporter Representatives are appointed to, amongst other things, represent the interests of supporters of the Club and should therefore act solely in terms of the public interest. They should not act or refrain from acting in order to gain financial or other benefits for themselves, their family, their friends or their business(es).



3.1.2 Integrity

Supporter Representatives should not place themselves under any financial or other obligation to outside individuals or organisations which may seek to influence them in the performance of their official duties.

3.1.3 Objectivity

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, members of the Board should make choices on merit from a suitably informed position.

3.1.4 Accountability

Supporter Representatives are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

3.1.5 Openness

Supporter Representatives should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

3.1.6 Honesty

Supporter Representatives have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

3.1.7 Leadership

Supporter Representatives should promote and support these principles by leadership and example.

4. Code of Conduct

As a Supporter Representative, I will:

- 4.1 uphold the core values of the Club which underpin all activities of the Board, and will respect, adhere to and abide by the terms of this Code;
- 4.2 where required by the Club to give effect to the undertaking at paragraph 5.10.4 below, execute a non-disclosure agreement in a form approved by the Club in relation to confidential information which may be disclosed to me in the discharge of my role and duties on the Board;
- 4.3 participate in:
 - 4.3.1 the Club's equality, diversity and inclusion (EDI) training; and
 - 4.3.2 FSA Fan Advisory Board awareness training.



5. **Supporter Representative Declarations**

I declare that, as at the date of my declaration and for so long as I remain a Supporter Representative, I:

- 5.1 am not disqualified from acting as a company director;
- 5.2 have not been removed from serving as a board or committee member, or been prevented from acting on a football club's board; and
- 5.3 have not been subject to a decision of The Football Association that I be suspended or disqualified from holding office or from taking part in any activity relating to the administration or management of a football club;
- 5.4 have not been convicted of an offence involving deception or dishonesty (or any such conviction is legally regarded as spent);
- 5.5 hold (or will obtain via the Club) a valid Disclosure and Barring Service (DBS) disclosure certificate;
- 5.6 am not an undischarged bankrupt;
- 5.7 have not made compositions or arrangements with my creditors from which I have not been discharged.

6. **Conflicts of Interest**

- 6.1.1 I will always strive to act in the best interests of the Board as a whole and not as a representative of any group, considering what is best for its present and future beneficiaries.
- 6.1.2 I will declare:
 - 6.1.2.1 any personal interest(s) which I may have in the business of the Board; and/or
 - 6.1.2.2 any membership(s) or subscription(s) which I may hold from time to time which could impact adversely on my ability to discharge my duties as a Supporter Representative in accordance with this Code;
- 6.1.3 I will comply with the conflict of interest requirements of the Board set out in paragraph 9 of the Terms of Reference. I acknowledge and agree that, having declared my interest(s) under paragraph 5.8.2.1 above, I:
 - 6.1.3.1 may be required to vacate the meeting while any matter(s) in which I am interested personally are discussed by the remaining non-conflicted members of the Board;
 - 6.1.3.2 will abstain from voting on such matter(s).



7. Personal gain

- 7.1.1 I will not gain or seek to gain materially or financially in a personal capacity from my role as a Supporter Representative (unless, subject to paragraph 5.8 above, specifically authorised to do so by Board), nor will I permit others to do so as a result of my actions or negligence.
- 7.1.2 I will use organisational resources responsibly and will document any expenses incurred by me in relation to Board business and seek reimbursement according to the Board's expenses policy and procedures.
- 7.1.3 I will not solicit or accept hospitality, goods, services gifts or any other benefit that may compromise my position as a Supporter Representative or compromise the Board, or may lead others to perceive that my integrity has been compromised.
- 7.1.4 As a member of the Fan Advisory Board, I will not accept any gift or hospitality from the club for free. This personal commitment ensures transparency, avoids personal benefit, and reinforces the Board's values of integrity and community responsibility.

8. Communications and confidentiality

- 8.1.1 If contacted by a member of the local or national media in relation to any matter which could directly or indirectly relate to or impact on the Club, I will immediately contact the Club's Head of Media and Communications, Lee Marshall at (lee.marshall@nufc.co.uk) for advice on how to respond before providing any comment on matter discussed by the Board.
- 8.1.2 Any public comments made about the Board and/or the Club will be considered in line with organisational policy, whether I make them as an individual or in my capacity as a Supporter Representative or as permitted on behalf of my nominating member organisation or the Board.
- 8.1.3 When speaking as a Supporter Representative, any comments I make will reflect current organisational policy, even when these may not agree with my personal views.
- 8.1.4 I will respect Club, Board and individual confidentiality and further acknowledge and agree that, as a Supporter Representative, I will not disclose information of a confidential nature relating to the Club and/or Board which is imparted to me in my role as a Supporter Representative on the Board (including, but not restricted to, by discussion at Board meetings and/or meetings with representatives of the Club or third parties), unless the information is already in the public domain or I am otherwise authorised by the Co-Chair(s) or the



Board.

- 8.1.5 I acknowledge and agree that Supporter Representatives shall maintain complete confidentiality throughout the entirety of their service and shall continue to maintain confidentiality for a period of 6 (six) months after their service ends.

9. **In the Boardroom**

- 9.1.1 I accept my responsibility to ensure that the Board is well managed. I will raise issues and questions in an appropriate and sensitive way to ensure that this is the case.
- 9.1.2 I will abide by governance procedures and practices adopted from time to time by the Board.
- 9.1.3 I will endeavour to attend all scheduled Board meetings, giving apologies ahead of time to the Co-Chairs if I am unable to attend.
- 9.1.4 I will consider the agenda and other information sent me in good time prior to the meeting and be prepared to discuss agenda items during the meeting.
- 9.1.5 I will respect the authority of the Co-Chairs and their role.
- 9.1.6 I will engage fully in meetings, taking a respectful attitude towards the opportunity to speak and opinions of others while making my voice heard.

10. **Enhancing governance**

- 10.1.1 I will participate in induction, training and development activities for Board members as required.
- 10.1.2 I will continually seek ways to improve Board governance practice.
- 10.1.3 I will promote and support equality of opportunity and seek to prevent discrimination, including by drawing to the attention of the Co-Chairs any reasonable cause I may have to suspect any act(s) of discrimination, bullying and harassment.

11. **Breach of Code of Conduct**

- 11.1 I will not knowingly, wilfully or recklessly breach this Code.
- 11.2 If I believe this Code may have been breached, I will raise this issue with the Co-Chairs. I further acknowledge and agree that, subject to paragraph 6.4 below:
- 11.2.1 the Co-Chairs will investigate the matter as they deem appropriate;
- 11.2.2 where the Co-Chairs (acting reasonably) considers the breach to be minor:
- 11.2.2.1 the Supporter Representative concerned will be issued with an advisory notice regarding the alleged breach;



- 11.2.2.2 a Supporter Representative who receives 2 (two) or more advisory notices within a 2 (two) year period may be removed from the Board in order to protect the business of the Board;
- 11.2.3 where the Chairperson/ Co-Chair (acting reasonably) considers the breach to be of a serious nature:
 - 11.2.3.1 the Co-Chairs shall undertake their investigation of the alleged breach in conjunction and consultation with a nominated board level official of the Club;
 - 11.2.3.2 a Supporter Representative who is subject to an alleged serious breach of the Code shall have a right to make representations in relation to the Co-Chairs' findings under the investigation concluded in accordance with paragraph 6.2.3.1 above and must do so in writing to the Co-Chairs within 14 (fourteen) days of the date of issue of the Co-Chairs' findings;
 - 11.2.3.3 any serious breach of the Code may result in the immediate removal of the Supporter Representative from the Board.
- 11.3 I acknowledge and agree that the Board will only use suspension or removal of a Supporter Representative as a last resort after seeking to resolve any difficulties or disputes in more constructive ways.
- 11.4 If the Board considers that the Co-Chair(s) (as the case may be) may have breached this Code, I acknowledge and agree that the Board may delegate any one (or more) Supporter Representative(s) to investigate the alleged breach in consultation with the Board.
- 12. **Leaving the Board**
 - 12.1 If at any time:
 - 12.1.1 I wish to resign from the Board; or
 - 12.1.2 (in the case of a Supporter Representative appointed by a member organisation) my nominating Member wishes to replace me as its Supporter Representative on the Board by nominating and appointing another individual to act on its behalf in accordance with the Terms of Reference;
 - I will inform the Co-Chairs in advance and then confirm to the Co-Chairs in writing, stating the reason(s) for my cessation of office.
 - 12.2 I acknowledge that:
 - 12.2.1 I will cease to hold office as a Supporter Representative if any of the events set out in paragraph 4.4 of the Terms of Reference shall occur; and



- 12.2.2 (in the case of a Supporter Representative appointed by a member organisation) my cessation of office at any time shall not invalidate or otherwise affect my nominating member organisation's capacity to nominate and appoint another individual to act on its behalf in accordance with the Terms of Reference.
- 12.3 I acknowledge that my obligations under paragraph above 5.10 (Communications and Confidentiality) shall continue notwithstanding my cessation of office as a Supporter Representative.