



Watford Supporters Board Memorandum of Understanding - DRAFT

1. Purpose of the Memorandum of Understanding (“MoU”)

- 1.1. The Watford Supporters Board (the “WSB”) exists to ensure regular structured dialogue between “the Club” and its fanbase to improve both the club and supporters’ experience. This MoU documents how both parties (the WSB and the Club) will work together, establishing minimum standards of communication and consultation.

2. Remit of the WSB

- 2.1. The WSB seeks to strengthen the relationship between the Club and its fanbase, ensuring the Club actively listens to supporters and takes their views into account at all levels of decision-making.
- 2.2. The WSB provides a regular channel of communication and consultation between the Club and its fanbase. It is designed to be inclusive and to represent the full range of the Club’s supporter base, to whom it is accountable.
- 2.3. The WSB’s remit includes the Men’s, Women’s, and Academy teams.
- 2.4. The WSB’s remit excludes ‘on pitch’ matters, such as player recruitment or selection, details of employment contracts entered by the Club, and football management appointments.
- 2.5. The WSB should be consulted on a wide range of matters relevant to fans, examples are covered in the MoU albeit topics are not limited to those listed.
- 2.6. The WSB may co-opt supporters to the main WSB or to sub-committees where specific skills or representations are deemed necessary.
- 2.7. The WSB respects other existing supporter dialogue structures, and is committed to the values of equality, diversity and inclusion in line with the Club’s policy.

3. WSB Meetings

- 3.1. **Board Meetings** are attended by all WSB Members and representatives and consider input from the supporter base, WSB sub-committees and the Club, as well as relevant current issues. Board Meetings draft the agenda for Full Meetings.
- 3.2. **Full Meetings** are attended by all WSB Members and representatives and appropriate representatives of the Club. There will be a minimum of four Full Meetings each year. The Club will make all reasonable efforts to provide relevant staff to cover the agreed agenda of topics at each meeting and may, on occasion, request the attendance of relevant stakeholders.
- 3.3. **Emergency Meetings** may be requested by the Club or the WSB in the event of significant developments or concerns.
- 3.4. **Liaison Outside Meetings:** To avoid the quarterly meetings being burdened by deeper, more complex, and time-consuming conversations on specific subject matters, WSB Members and representatives, particularly those with specialist roles, should be in contact with their counterparts outside of meetings and bring a concise summary to the next full quarterly meeting.
- 3.5. Meeting dates shall be set annually and confirmed no less than 14 days in advance.
- 3.6. The Club provides a suitable venue and refreshments for meetings.



Watford Supporters Board Memorandum of Understanding - DRAFT

- 3.7. All meetings follow an agenda finalised and circulated at least seven days before the meeting. Both WSB and Club may propose agenda items, the WSB Chair and Secretary agreeing the final agenda. Supporting documentation is provided and circulated with the agenda where possible.
- 3.8. Minutes are taken at each meeting, by a minute-taker agreed by all parties. Recommendations and actions discussed and agreed during meetings are minuted and will be reported on at the next meeting. Where consensus agreement is not possible, the Chair may decide to call a vote in accordance with the WSB Terms of Reference to inform debate and assist the Club in understanding supporter views. Whilst the Club is not bound to act on any outcome of these votes it is expected to take note of the outcome and use that in any considerations.
- 3.9. Draft minutes are circulated to attendees within three working days of the meeting, with deadline for comments being three working days from that point. Following approval by the meeting's Chair, minutes together with a summary report where appropriate and agreed by all parties are published on the WSB website within ten working days of the meeting. Any comments in the minutes deemed as confidential are included as a "Part Two" section of the minutes and are redacted from the published version of the minutes.

4. The WSB

- 4.1. The WSB anticipates raising matters of interest to all supporters, and introducing the views of supporters in respect of areas including, but not limited to:
 - 4.1.1. Stability and sustainability of the Club for the benefit of current and future generations (including the Club's strategic vision and objectives, short, medium and long-term plans, and if relevant proposals for supporters' investment).
 - 4.1.2. Finance: understanding and reviewing the Club's financial position, promoting transparent communication regarding financial challenges and opportunities and endorsing responsible financial planning that ensures the club's longevity.
 - 4.1.3. Governance and ethics: evaluating the Club's governance structures to promote accountability and sound decision-making, upholding the Club's commitment to inclusivity, monitoring policies on fan engagement, staff welfare and player development and encouraging transparency in decisions that impact the local community and the broader footballing world.
 - 4.1.4. The matchday experience, including that of home supporters and season ticket holders, travelling and geographically distant supporters, the fans of visiting clubs, and Watford supporters travelling to away games.
 - 4.1.5. Communication between the Club and supporters, including publicity and information exchange.
 - 4.1.6. Proposals for developing the Club's fanbase.
 - 4.1.7. Volunteering opportunities at the Club involving supporters.
 - 4.1.8. Ticketing proposals and issues.
 - 4.1.9. Engagement and contacts with local communities and community groups.
 - 4.1.10. Relations with the local Council, charities and other public bodies.



Watford Supporters Board Memorandum of Understanding - DRAFT

- 4.1.11. Youth development and Academy strategy.
- 4.1.12. Protection of the Club's heritage and brand.
- 4.2. The WSB has the power to form and dissolve sub-committees as required to cover specific topics. The members of sub-committees are typically nominated / elected from the WSB. However, in special circumstances the WSB may wish to include representatives from outside should they have particular skills or experience. Any such representatives will not be WSB Members but will be expected to adhere to the terms of the WSB Constitution and their appointment will be subject to Club approval (which will not be unreasonably withheld). In addition, it is expected that the Club will allocate appropriate staff to support each sub-committee, dependent on the topics covered and their role in the Club. Subcommittees will meet as and when required, and typically ahead of Board Meetings, where they will present ideas/proposals, and updates.
- 4.3. A WSB Chair and Secretary shall be selected annually. Focus on the appointments should be given to who will be effective in the roles, the prime focus being the chairing of meetings, agreement and circulation of agenda, and circulation of minutes and agreed actions. The roles are further defined in the WSB Terms of Reference. No other privileges are expected of the Chair or Secretary and they should only represent the WSB elsewhere when requested to do so by the WSB members.
- 4.4. The WSB is not concerned with team matters such as player recruitment and selection; details of personal employment contracts entered into by the Club; or individual football management appointments.

5. The Club

- 5.1. The Club agrees to meet with the WSB on a regular basis, at least four times a year. The Club will make relevant staff available to cover the agreed agenda topics and meet the EFL guidelines for Club's to be represented by "the Club's majority owner, Board Director(s) or other Senior Executives". The WSB and the Club may agree to request the attendance of relevant external stakeholders. Club representatives must accept a duty of transparency and candour while respecting the provisions for confidentiality set out below.
- 5.2. The Club may consult with or update the WSB between meetings. The Club is requested to disseminate information by electronic means to all WSB representatives via the WSB Chair and Secretary. Any responses are collated and returned via the Chair or Secretary unless agreed otherwise between the Club and WSB for a particular issue.
- 5.3. Matters deemed sufficiently important for mandatory consultation with the WSB include:
 - 5.3.1. The Club's Fan Engagement Plan which is required by the Football Governance Bill to be produced annually from 30th June 2024.
 - 5.3.2. Key heritage matters to include any changes being considered to club name, colours, crest, or kit designs.
 - 5.3.3. Items that significantly impact fans in relation to match day arrangements.
 - 5.3.4. Changes in pricing, format, terms and conditions, and availability of tickets (both individual and season tickets).



Watford Supporters Board Memorandum of Understanding - DRAFT

- 5.4. Information expected to be shared with the WSB by the Club will include, but will not be limited to:
 - 5.4.1. The annual budget.
 - 5.4.2. The annual accounts (balance sheet, profit / loss and supporting information) in advance of their public release.
 - 5.4.3. A regular financial update in advance of each Board Meeting.
 - 5.4.4. Significant items that may affect the future financial situation of the Club, such as the disposal of assets (excluding player registrations), change in the level of debt, significant share transaction, or related party transactions.
- 5.5. The Club will also consult with the WSB on key matters including, but not confined to:
 - 5.5.1. Significant changes to matchday arrangements that have an impact on fans.
 - 5.5.2. Fundraising for special projects.
 - 5.5.3. Club events such as open days or community days.
 - 5.5.4. Events organised by supporters' organisations.
 - 5.5.5. Matters relating to marketing, merchandising and sponsorship.
 - 5.5.6. Discussions with public bodies that would impact supporters.
 - 5.5.7. Stadium issues and plans that would impact supporters.
- 5.6. Consultation shall occur in sufficient time prior to decision by the Club to allow for:
 - 5.6.1. Meaningful discussion to take place between the WSB and the fanbase, proportionate to the importance and complexity of the issue.
 - 5.6.2. Representation to be made to the Club reflecting the views of the fanbase.
- 5.7. The Club to reflect on these representations and, if appropriate, to engage in further dialogue.

6. Confidentiality

- 6.1. A major objective of the WSB is to improve the flow of information between the Club and its supporters, and to be open and transparent in its dealings. Nonetheless there are occasions when all or part of a discussion will need to be treated in confidence. The WSB accepts that for legal reasons (such as data protection and employment law) the Club will not be able to share certain information. These restrictions will, however, be the exception and not the rule, and the Club will explain clearly (and to the satisfaction of the WSB) why information cannot be provided or must be treated in confidence.
- 6.2. Any matter offered by WSB Members or representatives or the Club on a confidential basis will not be disclosed beyond those present at the meeting except where non-disclosure puts an individual or group at risk of significant harm.
- 6.3. Any comments in the minutes deemed as confidential are included as a "Part Two" section of the minutes and are redacted from the published version of the minutes.
- 6.4. Individual WSB Members or representatives or Club officials should not publish or discuss any details of the meeting before the minutes have been approved by the Chair and published on the webpage, unless specifically allowed for in the minutes, and should not at any time discuss or disclose any "Part Two" minutes outside of the WSB.



**Watford Supporters Board
Memorandum of Understanding - DRAFT**

Agreement

This Memorandum of Understanding may be revised upon the agreement of both parties to any changes suggested by either party.

Signatures

On behalf of Watford Football Club:

Signature:

Name:

Position:

Date:

On behalf of the Watford Supporters Board:

Signature:

Name:

Position:

Date:

DRAFT