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**ARTICLES OF ASSOCIATION**

**Of**

**PARKOUR UK LIMITED**

**a company limited by guarantee**

**Adopted by special resolution dated 7 October 2013**

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THE COMPANIES ACTS 1985, 1989 AND 2006

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PRIVATE COMPANY LIMITED BY GUARANTEE

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ARTICLES OF ASSOCIATION

- of -

PARKOUR UK LIMITED

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PART 1

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. **DEFINED TERMS**

1.1 In these Articles, unless the context requires otherwise:

**"Accreditation Mark"** means the Company's recognition of a member's organisation being a safe, rewarding and fulfilling organisation that provides for the welfare of its participants and members and provides the right environment for enjoying the Sport at a high quality for all ages;

**"Accredited Member"** means a club or organisation which has attained the Accreditation Mark and been admitted from time to time to membership of the Company in accordance with Article 30;

**"Articles"** means these articles of association, as may be amended from time to time;

**"Affiliate Members"** means a club or organisation admitted from time to time to membership of the Company in accordance with Article 30;

**"Ambassador"** means individuals appointed by the board to act as representatives of the Company;

**"Associate Member"** means a club or organisation admitted from time to time to membership of the Company in accordance

	with Article 31;
<b>"bankruptcy"</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
<b>"the Board"</b>	means the board of directors of the Company established from time to time in accordance with Article 19, the members of which are the directors of the Company for the purposes of the Companies Acts;
<b>"CA 2006"</b>	means the Companies Act 2006 as modified by statute or re-enacted from time to time;
<b>"clear days"</b>	means a period of days exclusive of the day on which the notice is served and of the day for which it is given;
<b>"chair of the meeting"</b>	has the meaning given in Article 14 (in respect of a board meeting) or Article 41 (in respect of Congress and Special Congress);
<b>"Chief Executive"</b>	means the person appointed as chief executive in accordance with Article 25;
<b>"Companies Acts"</b>	means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company;
<b>"Company"</b>	means the above-named company;
<b>"Congress"</b>	means the meeting of members and directors taking place once every year in accordance with Article 37;
<b>"Connected Person"</b>	in relation to a director of the Company means any person falling within 1 (one) or more of the following categories: <ul style="list-style-type: none"> <li>(a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild of a director;</li> </ul>

(b) the spouse or civil partner of any person in paragraph (a) above;

(c) any person in a relationship with a director which may reasonably be regarded as equivalent to such a relationship as is referred to in paragraph (a) or (b) above;

(d) any company, partnership, limited liability partnership or firm of which a director of the Company is a paid director, member, partner or employee or a shareholder holding more than 1 (one) per cent of the issued share capital;

(and in relation to a director **Connected** has a corresponding meaning);

**"director"** means a director of the Company, and includes any person occupying the position of director, by whatever name called;

**"document"** includes, unless otherwise specified, any document sent or supplied in electronic form;

**"Elected Directors"** has the meaning attributed at Article 19.2.3;

**"electronic form"** has the meaning given in Section 1168 of CA 2006;

**"Founding Members"** has the meaning given in Article 32;

**"Governor"** means individuals appointed by the board as custodians of the philosophy of the Sport;

**"hard copy form"** has the meaning given in Section 1168 of CA 2006;

**"Home Country"** a country which forms part of the United Kingdom from time to time;

**"HomeCountry"** means a representative director elected by the

**Representative Directors"** members from each of the Home Countries from time to time;

<b>"Independent Chair"</b>	means the Chair of the Board as appointed by the Board in accordance with Article 24;
<b>"Independent Director"</b>	means a director appointed by the Board who is independent from the Company;
<b>"members"</b>	means the Voting Members and the Non-Voting Members together;
<b>"non-executive director"</b>	means: <ul style="list-style-type: none"> <li>(a) Independent Chair;</li> <li>(b) any Independent Director;</li> <li>(c) any Elected Director;</li> <li>(d) any Home Country Representative Director;</li> </ul>
<b>"Non-Voting Members"</b>	means the Associate Members;
<b>"the Office"</b>	means the registered office of the Company;
<b>"ordinary resolution"</b>	has the meaning given in Section 282 of CA 2006;
<b>"President"</b>	means the person elected from time to time as president under Article 28;
<b>"proxy notice"</b>	has the meaning given in Article 48.1;
<b>"Regulations"</b>	means the rules of procedure, administration, interpretation and such other matters deemed necessary or desirable which are published and issued by the Company in the form determined by the Board from time to time which shall be binding on the members and the Company from the date of adoption by the Board;
<b>"Special Congress"</b>	is any meeting of the members and the Directors that is not Congress;
<b>"special resolution"</b>	has the meaning given in Section 283 of CA 2006;
<b>"Subscription"</b>	means those fees payable to the Company as provided for in Article 36;
<b>"subsidiary"</b>	has the meaning given in Section 1159 of CA 2006;
<b>"the Sport"</b>	means the sport, art and/or discipline of parkour,

	freerunning and/or l'art du déplacement;
<b>"Territory"</b>	means the United Kingdom and Republic of Ireland;
<b>"Treasurer"</b>	means the person appointed from time to time as the treasurer under Article 27;
<b>"Transitional Arrangements"</b>	means the additional provisions relating to the appointment and retirement of directors set out in Schedule 2 to these Articles;
<b>"Voting Members"</b>	means the Accredited Members and Affiliate Members; and
<b>"written resolution"</b>	has the meaning given to it by section 288 of CA 2006.

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in CA 2006 as in force on the date when these Articles become binding on the Company.

1.3 Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations and unincorporated associations.

1.4 For the purposes of Section 20 of CA 2006, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

## 2. **NAME AND REGISTERED OFFICE**

2.1 The name of the Company is Parkour UK Limited.

2.2 The registered office of the Company is to be in England and Wales.

## 3. **OBJECTS**

The objects for which the Company is established ("**Objects**") are:

3.1 to act as the sole governing body for the Sport in the Territory;

3.2 to act as the representative member for the Territory in international affairs and to seek affiliation to and carry out functions delegated to it by an appropriately registered international governing body or federation;

3.3 to liaise, interact and collaborate with any national organisation(s) representing each Home Country in the Territory and/or the Republic of Ireland, including (without limitation) by the admission of such national organisation(s) to Affiliate Membership;



- 3.4 to develop and provide facilities for the performance and promotion of the Sport;
- 3.5 to develop and provide social facilities for the benefit of the members and for the community generally;
- 3.6 promote, administer and encourage the development of, and participation in the Sport within the Territory;
- 3.7 to develop the Sport beyond the sporting context including the promotion of sport for social change, development and the arts;
- 3.8 to develop and implement a strategy for the development of the Sport in the Territory including strategies for each of: performance at international and national level; and increasing participation;
- 3.9 to make and vary all such rules for persons participating in the Sport in the Territory (including rules against doping in the Sport) from time to time;
- 3.10 to develop a commercial, marketing and public relations programme for the Sport in the Territory;
- 3.11 to develop an athlete development programme for participants in the Sport in the Territory;
- 3.12 to develop a non-competitive programme and co-ordinate events held across the Territory;
- 3.13 to consult and co-operate with other organisations operating in the Sport within the Territory in all matters relating to the administration, promotion and playing of the Sport;
- 3.14 to develop and nurture relationships between the Company and the sports councils within the Territory, the British Olympic Association (BOA), United Kingdom Anti-Doping (UKAD) the relevant Commonwealth Games Councils and relevant government departments;
- 3.15 to take such action from time to time as the Board may consider desirable for the benefit of the Sport and the members of the Company;
- 3.16 to undertake and execute charitable trusts for the benefit of the Sport; and
- 3.17 to do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of the objects stated in this Article 3.

#### 4. **POWERS**

4.1 The Company shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects ("**the Powers**").

4.2 The income and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the members of the Company. All assets that would otherwise be generally available to the Members on the winding up of the Company shall be transferred to either:

4.2.1 another body with objects similar to those of the Company; or

4.2.2 another body the objects of which are the promotion of charity or anything incidental or conducive thereto.

4.2.3 Nothing in Article 4.2 shall prevent the payment in good faith by the Company:

4.2.4 of remuneration of any director of the Company in accordance with Article 22;

4.2.5 to any director, committee or sub-committee member of reasonable and proper out-of-pocket expenses in accordance with Article 22;

4.2.6 of interest on money lent by a member of the Company or its directors at a commercial rate of interest;

4.2.7 of reasonable and proper rent for premises demised or let by any member of the Company or by any director;

4.2.8 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Company; or

4.2.9 other payments as are permitted by these Articles.

#### 5. **LIABILITY OF MEMBERS**

5.1 The liability of each Voting Member is limited to £1, being the amount that each Voting Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Voting Member or within one year after he ceases to be a Voting Member, for any of the items set out in Article 5.2.

5.2 The items for which the Voting Members undertake to contribute are:

5.2.1 payment of the Company's debts and liabilities contracted before he ceases to be a member;

- 5.2.2 payment of the costs, charges and expenses of winding up; and
- 5.2.3 adjustment of the rights of the contributories among themselves.

## **PART 2**

### **DIRECTORS AND OTHER OFFICE HOLDERS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **6. DIRECTORS' GENERAL AUTHORITY**

6.1 Subject to these Articles, any Regulations made pursuant to them and the Companies Acts, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company. Such business to include but not limited to:

- 6.1.1 reviewing the progress of the Company;
- 6.1.2 reviewing the policies of the Company;
- 6.1.3 considering a strategic plan for the future of the Company;
- 6.1.4 adopting and amending the Regulations;
- 6.1.5 marketing and promoting the Sport in the Territory and worldwide at the Company's approved events;
- 6.1.6 preparing the Company's annual budget; and
- 6.1.7 any matter, motion or proposal having been included on the agenda at Congress.

6.2 No resolution passed by the Company in Congress and Special Congress shall invalidate any prior act of the Board which would have been valid if such resolution had not been passed.

#### **7. DIRECTORS MAY DELEGATE**

7.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:

- 7.1.1 to such person or committee;
- 7.1.2 by such means (including by power of attorney);
- 7.1.3 to such an extent;
- 7.1.4 in relation to such matters or territories; and
- 7.1.5 on such terms and conditions;

as it thinks fit.

7.2 All acts and proceedings delegated under Article 7.1 shall be reported to the Board in due course.

7.3 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

7.4 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

## 8. **COMMITTEES**

8.1 Subject to the provisions of the Regulations, committees and panels carry out such duties as determined by the Board and they shall be responsible to the Board to report to it from time to time and upon the request of the Board.

8.2 The chairperson of each committee or panel shall:

8.2.1 be appointed by the Board; and

8.2.2 wherever possible, shall be a serving Director of the Board.

8.3 Committees or panels and their members (including the appointment of chairperson) may be reconstituted as and when the Board sees fit.

8.4 The quorum for the transaction of the business of the committee or panel shall be fifty (50) per cent of its members from time to time or where such quorum is difficult to ascertain in the reasonable opinion of the Board, such quorum as the Board shall determine.

8.5 Committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.

8.6 The Board may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

8.7 Committee or panel chairpersons may be invited to attend meetings of the Board. They shall have consultative powers only.

8.8 The term of the chairperson or a member of a committee or panel shall be terminated:

8.8.1 by the Board giving to the Chairperson or the relevant member written notice of its intention to terminate; or

8.8.2 by the chairperson or relevant member giving to the Board written notice of his or her intention to resign.

## **DECISION-MAKING BY DIRECTORS**

### **9. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

Any decision of the Board must be either a majority decision or a decision taken in accordance with Article 10 or Article 15.

### **10. UNANIMOUS DECISIONS**

10.1 A decision of the Board is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.

10.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

10.3 References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board.

10.4 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

### **11. CALLING A MEETING OF THE BOARD**

11.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least one such meetings shall be held in each year.

11.2 The Board shall report on their activities to the members at Congress.

11.3 Any director may call a meeting of the Board by giving notice of the meeting to the directors or by directing the Chief Executive to give such notice.

11.4 Notice of any meeting of the Board must indicate:

11.4.1 its proposed date and time;

11.4.2 where it is to take place; and

11.4.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

11.5 Notice of a meeting of the Board must be given to each director, but need not be in writing. A director who is absent from the Territory shall be entitled to notice of a meeting if he has provided a valid email address.

**12. PARTICIPATION IN MEETINGS OF THE BOARD**

12.1 Subject to these Articles, directors participate in a meeting of the Board, or part of a meeting of the Board, when:

12.1.1 the meeting has been called and takes place in accordance with these Articles,  
and

12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

12.1.3 In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other.

12.2 If all the directors participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**13. COMPOSITION OF THE BOARD AND QUORUM**

13.1 At a meeting of the Board, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.2 The quorum for meetings of the Board may be fixed from time to time by a decision of the directors, but it must never be less than three, of whom at least:

13.2.1 one shall be the Independent Chair;

13.2.2 one shall be an Independent Director; and

13.2.3 one shall be an Elected Director

and unless otherwise fixed it is three.

13.3 Subject to Article 13.4, the Board may act notwithstanding any vacancy in their body.

13.4 If the total number of directors for the time being is less than the quorum required, the directors (being not less than two in number under such circumstances) must not take any decision other than a decision:

13.4.1 to fill a casual vacancy arising among the directors in accordance with Article 29 or calling a Special Congress to deal with such matters; or

13.4.2 to admit Voting Members to the Company.

**14. CHAIRING OF MEETINGS OF THE BOARD**

14.1 The Independent Chair shall chair meetings of the Board. The Independent Chair shall preside as chair at all meetings of the Board at which he shall be present.

14.2 If at any meeting the Independent Chair is not present within fifteen minutes after the time appointed for holding the meeting or he is not willing to preside, the members of the Board present shall appoint another Independent Director to be chair of the meeting. The person so appointed for the time being is known as "the chair of the meeting".

15. **CASTING VOTE**

If the numbers of votes for and against a proposal are equal, the chair of the meeting of the Board has a casting vote. This does not apply if, in accordance with these Articles, the Chair or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. **CONFLICTS OF INTEREST**

16.1 Subject to Article 16.2, if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16.2 The prohibition under Article 16.1 shall not apply when:

16.2.1 the Board authorises the director counting towards the quorum and voting on the transaction or arrangement in accordance with Section 175 of CA 2006 notwithstanding such interest;

16.2.2 the director need not declare an interest pursuant to Section 177 or 182 of CA 2006; or

16.2.3 the director's conflict of interests arises from a permitted cause.

16.3 For the purposes of Article 16.2, the following are "permitted causes":

16.3.1 a guarantee, security or indemnity given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries (if any); and

16.3.2 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries (if any) which do not provide special benefits for directors or former directors.

16.4 For the purposes of this Article 16, references to proposed decisions and decision-making processes include any meeting of the Board or part of a meeting of the Board.

- 16.5 Subject to Article 16.7, if a question arises at a meeting of the Board or of a committee of the Board as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair of the meeting whose ruling in relation to any director other than himself is to be final and conclusive.
- 16.6 Where proposals are under consideration concerning the appointment of two or more directors to employment with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
- 16.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair of the meeting, the question is to be decided by a decision of the directors at that meeting, for which purpose the chair of the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 16.8 A director may vote, and count towards the quorum, in regard to any transaction or arrangement in which he has, or can have, a direct or indirect conflict of interest that conflicts, or possibly may conflict with the interests of the Company only where such matter has been authorised in accordance with Article 16.2.
- 16.9 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a meeting of the Board or a subcommittee formed under Article 8.
17. **RECORDS OF DECISIONS TO BE KEPT**
- 17.1 The Board must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every appointment by the Board and of every unanimous or majority decision taken by the Board (and all sub-committees) and by the Company at Congress or Special Congress.
- 17.2 Any such records, if purporting to be signed by the chair of the meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.



**18. DIRECTORS' DISCRETION TO MAKE FURTHER REGULATIONS**

18.1 The Board may from time to time make, vary and revoke Regulations relating to membership of the Company including (without limitation) Regulations:

18.1.1 setting out different categories of affiliation or association with the Company, although such affiliates or associates shall not be members of the Company for the purposes of these Articles;

18.1.2 setting out rights, privileges and obligations of the different categories of affiliate or associate;

18.1.3 setting the levels of subscriptions or entrance fees to be paid by the different categories of member;

18.1.4 for the appointment of committees to assist the Board in the better administration of the Company.

18.2 The Board (or any sub-committee to whom it delegates its powers) shall have the power to make, vary and revoke Regulations for the better administration of the Company including (without limitation):

18.2.1 terms of reference as to the function, role and operation of committees to assist the Board in the better administration of the Company;

18.2.2 regulations setting out disciplinary procedures for members;

18.2.3 regulations for the promotion and organisation of the Sport;

18.2.4 child protection policies;

18.2.5 anti-doping policies; and

18.2.6 such other regulations or policies as the Board thinks fit.

18.3 Regulations made under Articles 18.1 and 18.2 must be compliant with the Companies Acts and these Articles in order to be valid.

**APPOINTMENT OF DIRECTORS AND OTHER OFFICE HOLDERS**

**19. METHODS OF APPOINTING DIRECTORS**

19.1 The number of directors shall be subject to a maximum of 12 (twelve) but shall not be less than 6 (six) in number.

19.2 The Board shall at all times be comprised of:

19.2.1 the Independent Chair (appointed by the Board in accordance with and subject to Article 24);

- 19.2.2 up to 3 (three) Independent Directors (appointed by the Board in accordance with and subject to Article 25);
- 19.2.3 up to 3 (three) Directors elected by the Voting Members at the annual Congress ("**Elected Directors**");
- 19.2.4 up to 4 (four) Home Country Representative Directors (each of which shall be elected at the annual Congress by only those Voting Members who are ordinarily resident in each respective Home Country in accordance with and subject to Article 26);
- 19.2.5 the Chief Executive Officer, on an *ex officio* basis for such period as he may be employed by the Company, subject in each case to the approval of the Board; **provided always** that the number of Independent Directors (excluding the Independent Chair) shall not be greater than the number of Elected Directors appointed at any time.
- 19.3 All acts carried out in good faith at any meeting of the Board or of any sub-committee, or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person, be as valid as if every such person had been duly appointed or had duly continued in office.
- 19.4 The Independent Chair and any directors shall be entitled to one vote each at any meeting of the Board.
- 19.5 Subject to adherence to the Transitional Arrangements and save in respect of those directors already holding office as at the date of adoption of these Articles, a member organisation may only be represented on the Board by one director at any time. In such circumstances, that member organisation will be regarded as a Connected Person for the purposes of these Articles and/or any dealings with the Company.
20. **TERM**
- 20.1 With the exception of the Chief Executive (who shall be appointed as a director on an *ex officio* basis in accordance with Article 19.2.5), each director appointed under Article 19.2 shall retire from office at the conclusion of the fourth Congress following the commencement of his or her term of office but shall then be eligible for reappointment under Article 20.2.
- 20.2 Directors retiring under Article 20.1 may be reappointed for a consecutive period ending at the conclusion of the fourth Congress following his or her most recent retirement but a

director who has served for 8 (eight) years consecutively must take a break from office and shall not be eligible to stand for reappointment for a period of at least 4 (four) years following his or her cessation of office.

20.3 For the purposes of Articles 20.1 and 20.2, each serving director's term of office under these Articles shall be deemed to commence from the date of his or her appointment, which may precede the date of adoption of these Articles.

20.4 The Company at the meeting at which a director retires under any provision of these Articles may, subject to the provisions of Article 28, by ordinary resolution, fill up the office being vacated by electing thereto the retiring director or some other person eligible for appointment. If the Company, at the meeting at which a director retires (whether by rotation or otherwise), does not fill the vacancy, the retiring director shall, if willing to act, be deemed to have been re-elected unless at the meeting it is resolved not to fill the vacancy or a resolution for the re-election of the director is put to the meeting and lost. If he is not re-elected or deemed to have been re-elected, he shall retain office until the meeting appoints someone to fill his place, or if it does not do so, until the end of the meeting.

## 21. **TERMINATION OF DIRECTOR'S APPOINTMENT**

21.1 Without prejudice to the provisions of Section 168 of CA 2006, a person shall cease to be a director of the Company as soon as:

21.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is otherwise prohibited from being a director by law;

21.1.2 a bankruptcy order is made against that person;

21.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

21.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

21.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

- 21.1.6 unless the Board resolves otherwise, that person shall without sufficient reason for more than three consecutive Board meetings have been absent without permission of the Board;
- 21.1.7 that person is requested to resign by all the other members of the Board acting together;
- 21.1.8 being the Independent Chair, an Independent Director or any other director when his term of office expires and he is not re-elected; or
- 21.1.9 notification is received by the Board from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.
- 21.2 A person serving as Independent Chair, Independent Directors or any other director who is removed from office as a director for whatever reason shall be deemed to have resigned from his position as Independent Chair, Independent Director or any other director (as appropriate) and the vacancy shall be filled in accordance with these Articles.

## **22. DIRECTORS' REMUNERATION**

- 22.1 Subject to the provisions of the Companies Acts, and to Article 22.3 below, the Board may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.
- 22.2 Subject to the provisions of the Companies Acts, and to Article 22.3 below, the Board may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.
- 22.3 Subject to these Articles, a director's remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any

death, sickness or disability benefits, to or in respect of that director provided that such remuneration:

22.3.1 is fixed having regard to the current remuneration of directors in comparable posts;

22.3.2 does not exceed the general market rate for directors providing comparable services; and

22.3.3 is not to any extent determined by or conditional upon the profits or losses derived from some or all of the activities of the Company or by reference to the level of the Company's gross income from some or all of its activities.

22.4 No director shall take any loan from the Company.

22.5 For the avoidance of doubt, no payment shall be made by way of remuneration to a non-executive director in respect of holding office.

22.6 Unless the Board decides otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries (if any) or of any other body corporate in which the Company is interested (if any).

## 23. **DIRECTORS' EXPENSES**

23.1 Without prejudice to Article 22, the Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

23.1.1 meetings of the Board or committees of the Board; or

23.1.2 Congress or Special Congress,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## 24. **INDEPENDENT CHAIR**

24.1 Subject to Article 20, the Board may appoint an Independent Director to be the Independent Chair on such terms and for such period as they think fit and may delegate to him such of their powers as they think desirable to be executed by him.

24.2 The Independent Chair shall have such rights and privileges as the Board shall from time to time prescribe.

24.3 The office of Independent Chair shall be vacated with immediate effect if the person appointed as Independent Chair ceases to be a director of the Company.

**25. INDEPENDENT DIRECTORS**

25.1 Subject to the provisions of the Companies Acts, the Independent Directors shall be appointed by the Board and employed by the Company at such remuneration and upon such conditions as they may think fit.

25.2 The Board may remove such a person from the employ of the company, provided that the number of Independent Directors shall not fall below any amount required under Article 19.2, and subject to the terms of his or her contract of employment or other terms of engagement and any other legal obligations, as it sees fit.

25.3 Each Independent Director shall be entitled to attend and to speak at all meetings of the Board.

**26. HOME COUNTRY REPRESENTATIVE DIRECTORS**

26.1 The Home Country Representative Directors shall be nominated for election by the Voting Members in respect of that Home Country, subject in each case to the approval of the Board. The election of Home Country Representative Directors shall be decided by votes cast by the Voting Members in respect of that Home Country.

26.2 There shall at all times be appointed one Home Country Representative Director from each Home Country in the Territory from time to time.

**27. COMPANY SECRETARY AND OFFICERS**

27.1 The Company shall not be required to have a secretary, but may choose to have one. Any Company Secretary shall be appointed by the directors for such term and at such remuneration and upon such conditions as they think fit, and any Company Secretary so appointed may be removed by them.

27.2 Subject to the provisions of the Companies Acts, the Board may appoint officers of the Company at such times as may be considered necessary or expedient. Such officers may consist of the following roles:

27.2.1 President,

27.2.2 Chief Executive,

27.2.3 Treasurer,

27.2.4 Ambassador; or

27.2.5 Governors.

27.3 The Chief Executive and Treasurer shall be employed by the Company for such term at such remuneration and upon such conditions as they may think fit to perform the day to day administration and management of the Company's affairs and such other tasks as the Board shall determine from time to time. No other officer appointed shall be employed by the Company or entitled to receive remuneration

27.4 The Board may remove the Chief Executive or Treasurer from the employ of the company, subject to the terms of his or her contract of employment or other terms of engagement and any other legal obligations, as it sees fit.

27.5 Any person appointed as an Ambassador or Governor of the Company shall not be entitled to receive notice of, or attend at meetings of the Board. The role will be to promote and protect the philosophy of the Sport in the Territory and worldwide and to act as a representative of the Company.

27.6 Those individuals appointed as an Ambassador or Governor shall not have any authority to incur any expenditure in the name of or for the account of the Company, or hold their self out as having authority to bind the Company and shall have no authority to bind the Company in any respect.

27.7 The President shall:

27.7.1 be nominated by and elected by the Voting Members at the annual Congress;

27.7.2 have the right to receive notice of, attend and speak at the annual Congress and meetings of the Board;

27.7.3 not have the right to vote (unless in their capacity as a Voting Member) at the annual Congress or meetings of the Board;

27.7.4 retire from office at the conclusion of the fourth Congress following the commencement of his or her term of office but shall then be eligible for reappointment for a consecutive period ending at the conclusion of the fourth Congress following his or her most recent retirement, but a President who has served for 8 (eight) years consecutively must take a break from office.

## 28. **ELECTIONS**

28.1 Subject to Article 28.2, any Voting Member may nominate individuals to be members of the Board. Any nomination must be made on the form prescribed from time to time by the Board and signed by the nominee. Any nomination must be seconded by another

Voting Member. Voting Members may only nominate or second one candidate for each post and the form must be completed and returned to the Chief Executive not later than 10 days before the date of Congress at which the election is to be held.

28.2 In respect of the following appointments, the following provisions shall also apply:

28.2.1 in relation to the appointment of the Independent Directors, nominations may be made by the Board;

28.2.2 in relation to the appointment of the Chief Executive, nominations may be made by the Board.

28.2.3 in relation to the appointment of a Treasurer, nominations may be made by the Board;

28.2.4 in relation to the appointment of the President, nominations may be made by the Voting Members.

28.3 Prior to the election, all nominees shall be given an opportunity to address the Board, such address being no longer than five minutes. The Board shall have no longer than 15 minutes to ask any questions of the nominees following the nominee's address.

## 29. **CASUAL VACANCIES**

A casual vacancy arising among the members of the Board and the Chief Executive or Treasurer shall be filled by the Board provided always that the person appointed to fill the vacancy shall hold office until such time as the person he replaced was due to retire but shall be eligible for re-election in accordance with these Articles.

## **PART 3**

### **MEMBERS**

#### **BECOMING AND CEASING TO BE A MEMBER**

## 30. **AFFILIATE AND ACCREDITED MEMBERS**

30.1 Any organisation, association, company or other form of entity resident in the UK who is eligible to become an Affiliate Member or an Accredited Member in accordance with the eligibility criteria set by the Board from time to time may apply to the Company for admission as an Affiliate Member or an Accredited Member. Such application shall be made in writing signed on behalf of the applicant by a duly authorised officer or employee of the applicant and shall be in such form as the Board shall from time to time prescribe and shall be accompanied by:



- 30.1.1 a copy of the written constitution of the applicant (which should not contain any provisions which materially conflict with the provisions hereof);
  - 30.1.2 evidence satisfying the eligibility criteria for Affiliate Membership or Accredited Membership (such evidence to be to the reasonable satisfaction of the Board);
  - 30.1.3 a list of the name, address, telephone and fax number (if applicable) of the applicant; and
  - 30.1.4 the Subscription as determined by the Board in accordance with article 36.
- 30.2 Applications to become an Affiliate Member or an Accredited Member of the Company shall be considered, and if thought appropriate, approved by a vote at a meeting of the Board.
- 30.3 Affiliate Members and Accredited Members are entitled to receive notice of, attend, speak and vote at any Congress or Special Congress.
- 30.4 A member may only become an Accredited Member having first been an Affiliated Member and who has attained and retains the Company's Accreditation Mark.

**31. ASSOCIATE MEMBERS**

- 31.1 Any organisation, association, company or other form of entity that is accepted as an Associate Member by the Board at the Board's sole discretion and in accordance with any eligibility criteria that the Board may set from time to time, and having satisfied the conditions outlined above at article 30.1.
- 31.2 An Associate Member shall have the right to received notice of, attend and speak at Congress and Special Congress, but shall have no voting rights. They shall be entitled to enjoy such benefits as Associate Members as may be granted to them by the Board from time to time, provided that such benefits are afforded to each Associate Member equally.

**32. FOUNDING MEMBERS**

- 32.1 The Founding Members were the subscribers to the Memorandum of Association of the Company as at the date of incorporation.

**33. MEMBERSHIP (GENERAL)**

- 33.1 All members shall be subject to the Regulations set by the Board from time to time.
- 33.2 The members shall pay any Subscription set by the Board under Article 36. Any member whose subscriptions and/or entrance fee is in arrears at the end of the calendar year

shall be deemed to have resigned his membership of the Company unless the Board decides otherwise.

33.3 In the event of the Board recommending an applicant for membership which is to be considered at Congress, duly authorised representatives of the Board may invite up to two delegates of the applicant to attend Congress, at which the decision is to be taken, as observers and to address the meeting with a brief statement in support of their application.

33.4 Membership, if approved, shall take effect immediately upon the close of the meeting at which it was approved or the date on which the Voting Members duly pass any written resolution as appropriate.

33.5 Any application to become a member whose company or trading name is, in the reasonable opinion of the Board, likely to cause confusion as to who is the governing body of the sport shall be requested to change such company or trading name prior to their application being approved. Failure to do so will result in such application being unsuccessful.

33.6 Every Voting Member may exercise such powers as are prescribed by Part 9 of CA 2006.

#### 34. **RIGHTS OF MEMBERS**

34.1 Any Voting Member shall be entitled to have included on the agenda of Congress and Special Congress any matter, motion or proposal. Such matter, motion or proposal shall be accompanied by an explanatory statement in summary form, which must be distributed with the notice of said meeting.

34.2 In addition to submitting membership application to the Board, proposals may also be submitted by Voting Members for consideration at Congress and must be received by the Company not less than 60 days prior to the relevant meeting at which they are to be discussed.

34.3 All proposals submitted by Voting Members for consideration at Special Congress must be received by the Company not less than 15 days prior to the relevant meeting at which they are to be discussed.

34.4 Each Voting Members shall be entitled to appoint two delegates to attend at Congress and Special Congress. Each member shall have the votes attributed to them in Schedule 1 to these Articles (that is votes per member and not votes per delegate). In addition,

each Voting Member shall be entitled to appoint one further person to attend Congress and Special Congress as an observer who shall have no entitlement to vote or speak (except that an observer shall be allowed to speak with the permission of the Chairperson).

34.5 At meetings of the Company, an individual may only represent (either as delegate or observer) one member, and may not vote or speak on behalf of another member (except as duly appointed proxy of another member), and shall if required produce to the Board evidence sufficient to satisfy the Board that he/she is a properly appointed delegate of the member that he/she claims to represent.

34.6 At meetings of the Company, directors shall not be permitted to represent a member in any capacity whatsoever, save that where a director is also a Voting Member, he shall be entitled to exercise his rights as a Voting Member in his personal capacity, strictly in accordance with the provisions of these Articles.

34.7 All members shall be entitled to participate in events organised by or on behalf of the Company for the furtherance of the Sport and shall be subject to the rules governing such events.

#### 35. **TERMINATION AND CESSATION OF MEMBERSHIP**

35.1 It shall be the duty of the Board, if at any time it shall be of the opinion that the interests of the Company so require, by notice in hard copy form sent by prepaid post to a member's address, to request that member to withdraw from membership of the Company within a time specified in such notice. No such notice shall be sent except on a vote of the majority of the directors present and voting, which majority shall include one half of the total number of the Board for the time being.

35.2 If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting notice in hard copy form of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board. The Board and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in hard

copy form, and he shall not be required to withdraw from membership unless a majority of the Board members present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a member and shall be erased from the register of members. The Board may exclude the member from the Company's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend the Company's premises to attend that meeting (if it is held at them) for the purpose of making his representations. A member may appeal against such decision by notifying the Board who shall put the matter to Congress or Special Congress for it to be decided by a majority vote of the members present and voting at such meeting. If the Board's decision is upheld, the member will be liable for the costs of holding the Congress or Special Congress.

- 35.3 A member may withdraw from membership of the Company by giving notice in writing to be received by the Company not later than three calendar months before the end of the current financial year, and in default will be held liable for the Subscription for the next financial year.
- 35.4 A membership terminates automatically when a person dies or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Regulations.
- 35.5 Membership is not transferable.
- 35.6 Any person ceasing to be a member forfeits all rights in relation to and claims upon the Company, its property and its funds and has no right to the return of any part of his subscription. The Board may refund an appropriate part of a resigning member's subscription if it considers it appropriate taking account of all the circumstances.
- 35.7 Any member who fails to pay its Subscription by 31 March for that calendar year in accordance with Article 36.2 may automatically be suspended from membership. The Board may allow a member to be affiliated to the Company subject to any conditions imposed by the Board for a period of two years in cases of hardship, resulting from circumstances agreed unanimously by the Board to be outside a members' control (e.g.

natural disaster). Any member who fails to pay its Subscriptions at the end of two years following notification by the Board, will automatically be suspended.

35.8 A former member whose rights have been revoked or terminated in accordance with this Article 35 shall be entitled to reapply for membership in accordance with these Articles and on such terms as to payment of any outstanding past Subscription(s) and security for future Subscriptions as the Voting Members shall in their absolute discretion determine and subject to any other reasonable conditions of the Board.

35.9 Any member may be suspended or expelled from membership or otherwise sanctioned in accordance with the disciplinary rules set out in the Regulations.

35.10 During a period of suspension under these Articles the suspended member may not attend, speak or vote at any meeting of the Company or participate in the governance of the Company (including participation in anything related to the Sport in which the Company is involved) in any capacity or be permitted to enter any representative team in any events of the Sport organised or sanctioned by the Company.

## 36. **SUBSCRIPTIONS**

36.1 Each of the Affiliate Members, Accredited Members shall pay an affiliation fee on joining and an annual membership Subscription towards the outgoings, costs and expenses of the Company. The amount of the annual Subscription for the following calendar year shall be determined by the Board and notified to members by 31<sup>st</sup> October in each year.

36.2 Subscriptions shall be due and payable by 31<sup>st</sup> December for the following calendar year following receipt of the notification referred to in Article 36.1 above, and the Board shall be entitled to adopt a policy for rewarding early payment by granting a discount on Subscription.

36.3 The Board may from time to time fix levels of Subscription to be paid by the different categories of members.

36.4 Associate Members shall not be required to pay a Subscription.

## **ORGANISATION OF CONGRESS AND SPECIAL CONGRESS**

### 37. **CONGRESS**

37.1 The Company shall hold Congress once in every calendar year at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it.

- 37.2 Congress shall be held for the following purposes:
- 37.2.1 to receive from the Board the Company's accounts;
  - 37.2.2 to receive from the Board a report of the activities of the Company since the previous Congress;
  - 37.2.3 to appoint the Company's auditors;
  - 37.2.4 to receive a report from the Independent Chair;
  - 37.2.5 to appoint (as appropriate) the Independent Chair, Independent Director or any other director;
  - 37.2.6 to elect the directors in place of those retiring; and
  - 37.2.7 to transact such other business as may be brought before it.

38. **NOTICE OF AND CALLING CONGRESS AND SPECIAL CONGRESS**

- 38.1 Congress is to be called by at least 90 clear days' written notice but Congress may be called by shorter notice if it is so agreed by 95% of the Voting Members entitled to attend and vote thereat.
- 38.2 Special Congress is to be called by at least 21 clear days' written notice but Special Congress may be called by shorter notice if it is so agreed by 95% of the Voting Members entitled to attend and vote thereat.
- 38.3 Special Congress may be called at any time by the Board or by the Chief Executive acting on behalf of the Board or may be called on a written request to the Board from at least one-third of the Voting Members.
- 38.4 On receipt of a written request made pursuant to Article 38.3, the Board or by the Chief Executive acting on behalf of the Board must call Special Congress within 21 days and Special Congress must be held not more than 40 days after the date of the notice calling Special Congress.
- 38.5 Notice of Congress and Special Congress shall be given to all members and Directors entitled to receive such notice in accordance with the Articles.
- 38.6 Not less than 45 days before the date of Congress and 10 days before the date of any other Special Congress, the agenda of that meeting shall be despatched to all members and Directors and shall comprise:

- 38.6.1 the minutes of the previous Congress or Special Congress (as applicable) and notice of a motion to approve the said minutes and consider any matters arising therefrom at the forthcoming Congress or Special Congress (as applicable);
  - 38.6.2 the report of the Board setting out details of Board comments and follow-up actions taken as a result of the previous Congress or Special Congress (as applicable);
  - 38.6.3 the details of any applications for membership to be considered at Congress;
  - 38.6.4 notice and details of any motion to be considered at Congress or Special Congress (as applicable) for which due notice has been received by the Company;
  - 38.6.5 notice and details of any other proposal to be considered;
  - 38.6.6 details of the proposed date and place of the next Congress or Special Congress; and
  - 38.6.7 details of any other relevant and material business to be considered.
- 38.7 The accidental omission to give notice to, or the non-receipt of notice of Congress or Special Congress by any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 38.8 If elections for appointment of directors are to be held at Congress, then the notice shall state which positions are to be subject to election, together with a summary of the requirements for nomination.

39. **ATTENDANCE AND SPEAKING AT CONGRESS AND SPECIAL CONGRESS**

- 39.1 A person is able to exercise the right to speak at Congress or Special Congress when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 39.2 A person is able to exercise the right to vote at Congress or Special Congress when:
- 39.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 39.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

40. **QUORUM**

40.1 No business other than the appointment of the chair of the meeting is to be transacted at Congress or Special Congress if the persons attending it do not constitute a quorum.

40.2 Two Voting Members present in person or by proxy shall be a quorum for Congress or Special Congress.

41. **CHAIRING CONGRESS AND SPECIAL CONGRESS**

41.1 The Independent Chair shall chair Congress or Special Congress if present and willing to do so. If the Independent Chair shall be absent, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the same, the Chief Executive shall preside. If the Chief Executive is also not present or is unwilling to preside within fifteen minutes of the time at which a meeting was due to start the directors present, or if no directors are present, the members, must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

41.2 The person chairing a meeting in accordance with this Article is referred to as "the chair of the meeting".

42. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

42.1 Directors may attend and speak at Congress or Special Congress, whether or not they are members.

42.2 Any person making a positive contribution to the Sport in the Territory or worldwide or otherwise believed to be in a position to assist the Company may be invited by the Board to attend any Congress and Special Congress as an observer and to address Congress or Special Congress on any topic relevant to the business to be discussed at Congress or Special Congress. Such invitation may be challenged by any Voting Member whereupon a vote shall be taken to determine whether the invitee shall or shall not be entitled to attend and/or speak and if by special resolution it is resolved that the said invitee shall not be entitled to attend and/or speak the relevant privilege(s) shall be withdrawn. The provisions of this Article shall not be utilised to permit additional representatives of members to attend, or to facilitate an attendance by or on behalf of a suspended or former member or a disqualified member of the Board.



**43. ADJOURNMENT**

43.1 If the persons attending Congress or Special Congress within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

43.2 The chair of the meeting may adjourn Congress and Special Congress at which a quorum is present if:

43.2.1 the meeting consents to an adjournment, or

43.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.2.3 The chair of the meeting must adjourn Congress or Special Congress if directed to do so by the meeting.

43.3 When adjourning Congress or Special Congress, the chair of the meeting must:

43.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

43.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it:

43.4.1 to the same persons to whom notice of the Company's Congress or Special Congress is required to be given; and

43.4.2 containing the same information which such notice is required to contain.

43.5 No business may be transacted at an adjourned Congress or Special Congress which could not properly have been transacted at the meeting if the adjournment had not taken place.

**VOTING AT CONGRESS AND SPECIAL CONGRESS**

**44. VOTING: GENERAL**

44.1 Every member shall be entitled to receive notice of, and attend at Congress and Special Congress but only the Voting Members shall be entitled to vote at Congress or Special Congress in accordance with their voting entitlement shown in Schedule 1 to these Articles.

44.2 A resolution put to the vote of Congress or Special Congress must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles. Except where otherwise provided by the Companies Acts, every resolution is decided by a majority of votes cast.

44.3 Every Voting Member is entitled to send a representative to Congress or Special Congress and each of those representatives shall be able to vote as if they were the member appointing them in accordance with Schedule 1 to these Articles.

44.4 Changes to the Company's Articles may only be effected by a special resolution of the Voting Members.

44.5 The number of votes cast may be subject to independent adjudication at the discretion of the Board.

#### 45. **ERRORS AND DISPUTES**

45.1 No objection may be raised to the qualification of any person voting at Congress or Special Congress except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

45.2 Any such objection must be referred to the chair of the meeting whose decision is final.

#### 46. **POLL VOTES**

46.1 A poll on a resolution may be demanded:

46.1.1 in advance of Congress and Special Congress where it is to be put to the vote, or

46.1.2 at Congress and Special Congress, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

46.2.1 the chair of the meeting;

46.2.2 the Board; or

46.2.3 two or more Voting Members present in person or proxy having the right to vote on the resolution or, if less, a person or persons representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

46.3.1 the poll has not yet been taken, and

46.3.2 the chair of the meeting consents to the withdrawal.

46.4 Polls shall be taken as the Independent Chair directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

46.5 A poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Independent Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

46.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

#### 47. **POSTAL BALLOT**

47.1 The Board may decide, in advance of Congress or Special Congress, to call a postal ballot in respect of an election which would otherwise be put to the vote at Congress or Special Congress. If there is to be a postal ballot, the details of the resolution and voting papers shall be sent at such time as the Board shall prescribe to the Voting Members. Voting papers must be returned to the Chief Executive in a sealed envelope by such time as the Board shall prescribe and shall be opened and counted by such person or persons as the Board shall decide.

47.2 The result of the postal ballot will be declared at Congress or Special Congress at which it would otherwise have been put to the vote.

#### 48. **CONTENT OF PROXY NOTICES**

48.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

48.1.1 states the name and address of the member appointing the proxy;

- 48.1.2 identifies the person appointed to be that member's proxy and the Congress or Special Congress in relation to which that person is appointed;
  - 48.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 48.1.4 is delivered to the Office in accordance with these Articles and any instructions contained in the notice of Congress or Special Congress to which they relate.
- 48.2 The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 48.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 48.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 48.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 48.4.2 appointing that person as a proxy in relation to any adjournment of Congress or Special Congress to which it relates as well as the meeting itself.

**49. DELIVERY OF PROXY NOTICES**

- 49.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at Congress or Special Congress remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Office by or on behalf of that person.
- 49.2 An appointment under a proxy notice may be revoked by delivering to the Office a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 49.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 49.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

**50. AMENDMENTS TO RESOLUTIONS**

- 50.1 An ordinary resolution to be proposed at Congress or Special Congress may be amended by ordinary resolution if:

- 50.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at Congress or Special Congress at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and
- 50.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 50.2 A special resolution to be proposed at Congress or Special Congress may be amended by ordinary resolution, if:
  - 50.2.1 the chair of the meeting proposes the amendment at Congress or Special Congress at which the resolution is to be proposed, and
  - 50.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 50.3 With the consent of the chair of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
- 50.4 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

51. **WRITTEN RESOLUTION**

- 51.1 Subject to Article 51.2.3, a resolution in writing agreed by the Appropriate Majority of members who would have been entitled to vote upon it had it been proposed at Congress or Special Congress shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and the Appropriate Majority of members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 51.2 In Article 51.1, the "Appropriate Majority" is:
  - 51.2.1 in the case of an ordinary resolution, a simple majority of the members;
  - 51.2.2 in the case of a special resolution, 75% or more of the members.
  - 51.2.3 The following may not be passed as a written resolution:
    - 51.2.4 a resolution to remove a director before his period of office expires; and
    - 51.2.5 a resolution to remove an auditor before his period of office expires.

## **PART 4**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **52. MEANS OF COMMUNICATION TO BE USED**

- 52.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company.
- 52.2 The applicable address shall be the registered address as it appears in the register of members or by giving notice using electronic communications to an address for the time being notified to the Company by the Voting Member.
- 52.3 Subject to these Articles, any notice or document to be sent or supplied to a member of the Board in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 52.4 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 52.5 Any Voting Member described in the register of members by an address not within Great Britain, who shall from time to time give the Company an address within England at which notices may be served upon him, shall be entitled to have notices served upon him at such address, or an address to which notices may be sent using electronic communications, but, save as aforesaid and as provided by the Act, only those Voting Members who are described in the register of members by an address within England shall be entitled to receive notices from the Company.
- 52.6 Any notice, if served by first class (or equivalent) post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter. Any notice, if served by electronic communications, shall be deemed to have been given at the expiration of 48 hours after the time it was sent.

**53. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the Board or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

**DIRECTORS' INDEMNITY AND INSURANCE**

**54. INDEMNITY**

54.1 Subject to Article 54.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

54.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company;

54.1.2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of CA 2006);

54.1.3 any other liability incurred by that director as an officer of the Company or an associated company.

54.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

54.3 In this Article:

54.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

54.3.2 a "relevant director" means any director or former director of the Company or an associated company.

**55. INSURANCE**

55.1 The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

55.2 In this Article:

55.2.1 a "relevant director" means any director or former director of the Company or an associated company;

55.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to

the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

55.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.



**SCHEDULE 1**  
**VOTING ENTITLEMENT**

<b>Category of member</b>	<b>Votes</b>
Accredited Members	2
Affiliate Members	1
Associate Members	0

## **SCHEDULE 2**

### **TRANSITIONAL ARRANGEMENTS**

1. The Board will:
  - 1.1 issue as at the date of adoption of these Articles and thereafter advertise from time to time a list of any vacancies arising from the composition of the Board under Article 19.2;  
and
  - 1.2 endeavour to fill such vacancies as soon as reasonably practicable in accordance with these Articles.
2. As at the date of adoption of these Articles, the Company has 3 Elected Directors who represent a single member organisation.
3. In order to be compliant with Article 19.5, the following transitional arrangements shall be implemented with effect from the date of adoption of these Articles:
  - 3.1 Elected Director 1 - serves 1 year of his term and then must retire;
  - 3.2 Elected Director 2 - serves 2 years of his term and then must retire; and
  - 3.3 Elected Director 3 - serves his full 4 year term and then must retire.