
ARTICLES OF ASSOCIATION

- of -

PARKOUR UK

a company limited by guarantee

*Adopted by special resolutions dated 7 October 2013, 5 November 2014, 8 July
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The Companies Acts 1985, 1989 and 2006
Private Company Limited by Guarantee
Articles of Association
- of -
Parkour UK Limited

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 38.2;
“Affiliate Members”	means a club or organisation admitted from time to time to membership of the Company in accordance with Article 38.1;
“AGM”	means the meeting of Members and Directors taking place once every year in accordance with Article 47;
“Ambassador”	an individual recognised by the Board for their significant contribution and commitment to the field of Parkour;
“Articles”	means these articles of association, as may be amended from time to time;
“Associate Member”	means a club or organisation admitted from time to time to membership of the Company in accordance with Article 39.1;
“Audit Committee”	means the committee to be maintained by the Board in accordance with Articles 8.2;
“Bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“The Board”	means the board of Directors of the Company established from time to time in accordance with Article 30, the members of which are the Directors of the Company for the purposes of the Companies Acts;
“CA 2006”	means the Companies Act 2006 as modified by statute or re-

	enacted from time to time;
“Chair of the Meeting”	has the meaning given in Article 14 (in respect of a board meeting) or Article 43 (in respect of the AGM and General Meeting);
“Chief Executive”	means the person appointed as chief executive in accordance with Articles 33.3-33.5;
“Clear Days”	means a period of days exclusive of the day on which the notice is served and of the day for which it is given;
“Code of Conduct”	means the Directors code of conduct to be adopted by the Board in accordance with Article 17;
“Company”	means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company;
“Connected Person”	means the above-named company; in relation to a Director of the Company means any person falling within 1 (one) or more of the following categories: (a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild of a Director; (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”	means a representative Director elected from the membership by Voting Members;
“Electronic Form”	has the meaning given in Section 1168 of CA 2006;
“Founding Members”	has the meaning given in Article 39.2;
“General Meeting”	for the purpose of transacting business through a vote of Members between AGM’s;
“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;
“Independent Chair”	means the chair of the Board as appointed by the Board in accordance with Article 29;

“Independent Director”	means a Director appointed by the Board who is independent from the Company;
“Members”	means the Voting Members and the Non-Voting Members together;
“Nomination Committee”	means the committee to be maintained by the Board in accordance with Article 8.2.2;
“Non-Executive Director”	means: (a) Independent Chair; (b) any Independent Director; (c) any Elected Director;
“Non-Voting Members”	means the classes, types and categories of membership without voting rights;
“Office”	means the registered office of the Company;
“Ordinary Resolution”	has the meaning given in Section 282 of CA 2006;
“Proxy Notice”	has the meaning given in Article 51;
“Regulations”	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;
“Senior Independent Director”	has the meaning given in Article 31;
“Special Resolution”	has the meaning given in Section 283 of CA 2006;
“Subscription”	means those fees payable to the Company as provided for in Article 42;
“Subsidiary”	has the meaning given in Section 1159 of CA 2006;
“the Sport”	means the sport, art and/or discipline of parkour, freerunning and/or l’art du déplacement;
“Territory”	means England, Scotland, Wales and Northern Ireland;
“Voting Members”	means the classes, types and categories of membership with voting rights;
“Written Resolution”	has the meaning given to it by section 288 of CA 2006.

- 1.1 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.
- 1.2 Words importing the singular number shall include the plural number and vice versa. Words such as ‘they’, ‘them’ or ‘their’ will be used to possess all gender identities. Words importing persons shall include corporations and unincorporated associations.
- 1.3 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.
- 2.2 The Company shall apply for exemption from requirement as to use of "limited" within the company name.
- 2.3 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 be the custodians of the philosophy, integrity and sovereignty of the Sport
- 3.3 to protect the rights, freedoms and promote the interests of Traceurs/Traceuses, Freerunners, practitioners, Members & the community
- 3.4 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;
- 3.5 to liaise, interact and collaborate with any national organisation(s) representing each Home Country in the Territory, including (without limitation) by the admission of such national organisation(s) to Affiliate Membership;
- 3.6 to develop and provide facilities for the performance and promotion of the Sport;
- 3.7 to develop and provide social facilities for the benefit of the Members and for the community generally;
- 3.8 promote, administer and encourage the development of, and participation in the Sport within the Territory;
- 3.9 to develop the Sport beyond the sporting context including the promotion of sport for social change, development and the arts;
- 3.10 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;
- 3.11 to establish, supervise, interpret and amend the rules and/or regulations regulating the Sport and to adjudicate disputes and take any appropriate disciplinary action for the Sport in the Territory, including rules against doping in the Sport, from time to time;
- 3.12 to develop a commercial, marketing and public relations programme for the Sport in the Territory;
- 3.13 to develop an athlete development programme for participants in the Sport in the Territory;
- 3.14 to develop a non-competitive programme and co-ordinate events held across the Territory;
- 3.15 to be responsible for the development of non-competitive and/or competitive programmes and to co-ordinate events nationally and/or internationally
- 3.16 to be responsible for the Sport's control, organisation, conduct, licensing and/or sanctioning of other championships, or activities to ensure that the objects values and principles of the sport are protected for the benefit of the international community
- 3.17 to consult with, collaborate 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;
- 3.18 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;
 - 3.19 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;
 - 3.20 to strive to ensure that no racial, religious, political or other kind of discrimination be allowed in the Sport and take all practicable measures to stop such discrimination;
 - 3.21 promote, through its rules and regulations, adherence to and all applicable laws and regulations issued by the relevant regulatory authorities in the Territory and as amended from time to time;
 - 3.22 to examine, study, investigate, consider and report on all matters affecting the Sport of and any persons interested therein or associated therewith and to collect, analyse and distribute information, statistics, opinions and reports thereon
 - 3.23 to undertake and execute charitable trusts for the benefit of the Sport; and
 - 3.24 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
 - another body the objects of which are the promotion of charity or anything incidental or conducive thereto.
- 4.3 Nothing in Article 4.2 shall prevent the payment in good faith by the Company:
 - 4.3.1 of remuneration of any Director of the Company in accordance with Article 22;
 - 4.3.2 to any Director, committee or sub-committee member of reasonable and proper out-of-pocket expenses in accordance with Article 28;
 - 4.3.3 of interest on money lent by a Member of the Company or its Directors at a commercial rate of interest;
 - 4.3.4 of reasonable and proper rent for premises demised or let by any Member of the Company or by any Director;
 - 4.3.5 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
 - 4.3.6 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 they are a Voting Member or within one year after they cease 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 they cease 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 the AGM.
- 6.2 No resolution passed by the Company at the AGM and any General Meeting shall invalidate any prior act of the Board which would have been valid if such resolution had not been passed.

7. DELEGATION

- 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 subcommittee;
 - 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 The Board may revoke any delegation in whole or part or alter its terms and conditions.

8. SUBCOMMITTEES

- 8.1 The board may establish, disband, and delegate authority, as it sees fit, to subcommittees and working parties to carry out such duties that support the board in the administration and governance of the Company.
- 8.2 The Board shall at all times maintain the following subcommittees:
- 8.2.1 A Finance, Audit & Probity Committee, of which there will be:
 - (i) A minimum of three members
 - (ii) A minimum of two independent members
 - (iii) An independent non-executive Director acting as Chair
 - (iv) A minimum of one member having relevant and recent financial experience
 - (v) A minimum of one member having relevant and recent risk experience.

8.2.2 A Nominations Committee, of which there will be:

- (i) A minimum of three members
- (ii) A membership majority of independent non-executive Directors
- (iii) An independent non-executive Director acting as Chair
- (iv) The Independent Chair as an ordinary member.

8.2.3 Diversity & Inclusion Committee.

8.3 The Board may make or approve policies and procedures for all or any subcommittees or working parties, which support the furtherance of the Company Objects and align to these Articles.

8.4 Each subcommittee shall report to the Board as and when required and shall adopt terms of reference which identify its purpose, responsibilities and any powers delegated to it by the Board.

8.5 The quorum for the transaction of the business of the subcommittee or working party shall be a simple majority of its members.

8.5.1 From time to time or where such quorum is difficult to ascertain in the reasonable opinion of the Board, the Board shall determine the appropriate quorum.

8.5.2 Where such quorum is required within the subcommittee or working party terms of reference, a simple majority of independent members must be available for the transaction of business.

9. SUBCOMMITTEE MEMBERS

9.1 The subcommittees or working parties will be comprised of individuals selected for their specific skills, independence and/or representation and Board members who shall feedback to the Board as appropriate.

9.2 The chairperson of each subcommittee or panel shall:

9.2.1 be appointed by the Board; and

9.2.2 wherever possible, shall be a serving Director of the Board unless a level of independence would be more beneficial to the Company.

9.3 All members of subcommittees and working parties may hold their position for a maximum term of four years, with annual evaluations assessing their continued suitability to meet the specific knowledge and skills requirements of the Company.

9.4 Subject to agreement from the Board, subcommittee and working party members shall be eligible to hold office for a further term of four years.

9.5 A maximum of two terms of four years may be served by all members of subcommittees and working parties.

9.6 After a maximum term, at least one year must elapse before subcommittee and working party members are eligible to stand for any other position within the Company.

9.7 In exceptional circumstances a subcommittee or working party member may hold office for a further year.

9.8 Subcommittee or working party chairpersons or members may be invited to attend meetings of the Board in a non-voting capacity.

9.9 The term of the chairperson or a member of a subcommittee or working party shall be terminated:

9.9.1 by fulfilling the prescribed term; or

- 9.9.2 by results from the annual evaluation process; or
- 9.9.3 by the Board giving written notice of its intention to terminate; or
- 9.9.4 by the chairperson or relevant member giving to the Board written notice of their intention to resign.

10. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 10.1 Any decision of the Board must be either a simple majority decision or a decision taken in accordance with Article 11 or Article 16.

11. UNANIMOUS DECISIONS

- 11.1 A decision of the Board is taken in accordance with this Article when all eligible Directors available and eligible to vote, indicate to each other by any means deemed appropriate by the board that they share a common view on a matter.
- 11.2 Such a decision may take the form of a resolution and records of decisions must be recorded.
- 11.3 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.

12. CALLING A MEETING OF THE BOARD

- 12.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they see fit, provided that at least four such meetings shall be held in each year.
- 12.2 The Board shall report on their activities to the Members at the Annual General Meeting (AGM) and/or General Meeting.
- 12.3 Any Director may call a meeting of the Board by giving 28 days' notice of the meeting to the Directors or by directing the Chief Executive to give such notice.

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 and, unless otherwise fixed, it must never be less than 3 (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.
- 13.3 The quorum for meetings of the Board shall be one third of its membership with:
 - 13.3.1 At least 25% being independent non-executive Directors; and
 - 13.3.2 At least 25% being Elected Directors.

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 they 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 they are not able or 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

- 15.1 If the numbers of votes for and against a proposal are equal, the Independent Chair or the

Chair of the Meeting has the casting vote. This does not apply if, in accordance with these Articles, the Independent Chair or other Director is not to be counted as participating in the decision-making process.

16. CONFLICTS OF INTEREST

- 16.1 All Directors must uphold their legal duty to act in the best interest of the company, in accordance with the CA 2006.
- 16.2 All Directors must uphold their duty to declare interests in proposed transactions or arrangements in accordance with the CA 2006.
- 16.3 The Board may make such regulations, policies, and procedures as it thinks fit in respect of Directors and relevant executive team members registering, disclosing, declaring, and managing their interests and potential bias. Such regulations, policies and procedures must include but are not limited to the following:
 - 16.3.1 Maintaining an up-to-date register of interests
 - 16.3.2 Recording interests
 - 16.3.3 Reporting disclosed interests
 - 16.3.4 Participating in discussions, decisions, voting and maintaining quorum when conflicts arise
 - 16.3.5 The Chair's role and responsibilities in managing conflicts of interest.
- 16.4 Subject to Article 16.5 – 16.7, 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.
- 16.5 A Director's conflict of interest can be authorised by the board of Directors in accordance with the prohibitions outlined in the CA 2006, provided that the authorisation is given by non-conflicted independent Directors who must also be able to form a quorum.
- 16.6 The prohibition under Article 16.1 shall not apply when:
 - 16.6.1 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;
 - 16.6.2 the Director need not declare an interest pursuant to Section 177 or 182 of CA 2006; or
 - 16.6.3 the Director's conflict of interests arises from a permitted cause.
- 16.7 For the purposes of Article 16.2, the following are "permitted causes":
 - 16.7.1 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
 - 16.7.2 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.
- 16.8 Subject to Article 16.7, if any question arises at a meeting of the Board or a subcommittee regarding the right of:
 - 16.8.1 A Director to participate in the meeting (or part of the meeting) for discussion, voting or quorum purposes, the question must:
 - (i) Be referred to the Independent Chair or independent non-executive

Director acting as the Chair of the Meeting.

- (ii) Be ruled in accordance with the company's conflict of interest policy.
- (iii) Be ruled in relation to any Director other than themselves.
- (iv) Have a ruling that is final and conclusive.

16.8.2 The Independent Chair to participate in the meeting (or part of the meeting) for discussion, voting or quorum purposes, the question must:

- (i) Be referred to the Senior Independent Director.
- (ii) Be ruled in accordance with the company's conflict of interest policy.
- (iii) Be ruled in relation to the Independent Chair only.
- (iv) Have a ruling that is final and conclusive.

16.8.3 The Chair of the Meeting to participate in the meeting (or part of the meeting) for discussion, voting or quorum purposes, the question must:

- (i) Be referred to the independent non-executive Directors at that meeting.
- (ii) Be ruled in accordance with the company's conflict of interest policy.
- (iii) Exclude the Chair of the Meeting in relation to the ruling.
- (iv) Have a ruling that is final and conclusive.

16.9 A Director may vote, and count towards the quorum, regarding any transaction or arrangement in which they have, 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 the CA 2006 and these Articles.

17. CONDUCT

17.1 The Board shall adopt a Code of Conduct for Directors which requires all Directors to act always, with integrity and in a forthright and ethical manner.

17.2 The Board shall review the Code of Conduct at least every 4 (four) years to ensure compliance with all relevant laws and regulations.

17.3 No individual shall be appointed as a Director of the Company until they have provided to the Board a declaration of good character in the form prescribed by the Board from time to time.

18. RECORDS OF DECISIONS TO BE KEPT

18.1 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 subcommittees) and by the Company at the AGM or General Meeting.

18.2 Accuracy of records will be validated by members of the Board, subcommittee or AGM Members at the next succeeding meeting, and shall be sufficient evidence without any further proof of the facts therein stated.

19. DIRECTORS' DISCRETION TO MAKE FURTHER REGULATIONS

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

19.1.1 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;

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

- 19.1.3 setting the levels of subscriptions or entrance fees to be paid by the different categories of Member;
 - 19.1.4 for the appointment of committees to assist the Board in the better administration and governance of the Company.
 - 19.2 The Board shall adopt appropriate and proportionate finance policies and procedures, which shall be communicated to, understood and followed by the Directors.
 - 19.2.1 Such policies and procedures must be reviewed and updated at least once every 2 (two) years.
 - 19.3 The Board must actively plan and monitor the financial position and performance against an annually approved budget and at least a 4 (four) year financial forecast.
 - 19.4 The Board (or any subcommittee 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):
 - 19.4.1 terms of reference as to the function, role and operation of subcommittees to assist the Board in the better administration of the Company;
 - 19.4.2 regulations setting out disciplinary procedures for Members;
 - 19.4.3 regulations for the promotion and organisation of the Sport;
 - 19.4.4 safeguarding policies;
 - 19.4.5 anti-doping policies; and
 - 19.4.6 such other regulations or policies as the Board thinks fit.
 - 19.5 The Board shall review all Regulations and policies at least once every 4 (four) years.
20. APPOINTMENT OF DIRECTORS AND OTHER OFFICE HOLDERSMETHODS OF APPOINTING DIRECTORS
- 20.1 The board shall comprise of a maximum of 12 (twelve) and a minimum of 7 (seven) board members, of which at least 25% must be Independent Directors.
 - 20.2 The Board shall be comprised of:
 - 20.2.1 the Independent Chair;
 - 20.2.2 Senior Independent Director;
 - 20.2.3 a minimum of 25% Independent Directors excluding the Independent Chair and Senior Independent Director;
 - 20.2.4 a minimum of 25% Elected Directors appointed by the Voting Members);
 - 20.2.5 the Chief Executive Officer, on an ex officio basis for such period as they may be employed by the Company, subject in each case to the approval of the Board.
21. DIRECTOR DIVERSITY
- 21.1 Board Directors reflect the demographics and locations of the membership, wider community, and the future membership they aim to serve.
 - 21.2 The organisation will outline its diversity and inclusion action plan (DIAP) and report, at least annually, on its Board Director diversity and progress towards achieving its plan.
 - 21.3 The DIAP will consider specific targets to monitor and maintain diversity that is representative of stakeholders and wider society, along with a diversity of skills, experience and background.
22. DIRECTOR CHAMPIONS
- 22.1 The Board may from time to time appoint a Board Director to act as a Champion in a key area it wishes to influence.

22.2 At least 1 (one) member of the Board shall act as the Duty of Care Guardian (as defined in the 'Duty of Care in Sport' independent report to Government, April 2017) responsible for and committed to ensuring that the Company's duty of care is considered in the Board's decision-making process in light of Government guidance and any relevant Company policies or regulations.

23. DIRECTOR

23.1 The Independent Chair and any Directors shall be entitled to one vote each at any meeting of the Board.

23.2 A Member organisation may only be represented on the Board by one Director at any time.

24. TENURES AND ELAPSE

24.1 The Independent Chair, Independent Directors and Elected Directors may hold the position of Board Director for a maximum term of 4 (four) years, with annual evaluations assessing their continued suitability to meet the specific skills, knowledge and behaviours required by the Organisation.

24.1.1 Subject to agreement from the Board, Board Directors shall be eligible to hold office for a further term of 4 (four) years.

24.1.2 A maximum of 2 (two) terms may be served by Board Directors.

24.1.3 After the maximum term. At least 4 (four) years must elapse before Board Directors are eligible to stand for office.

24.1.4 In exceptional circumstances, Board Directors may hold office for a further year, subject to Board approval.

24.1.5 Board Directors are appointed and begin their term date at the AGM.

24.1.6 Board Directors term date end immediately following the fourth AGM after their election or appointment.

24.1.7 Directors appointed in an Ex Officio capacity serve on the Board for the duration that they hold the relevant office.

25. EVALUATION

25.1 The Board shall undertake and maintain in writing a record of:

25.1.1 An annual evaluation of its own skills, performance and effectiveness.

25.1.2 An annual appraisal of each individual Director and CEO.

25.1.3 A regular evaluation of the skills, performance and effectiveness of all subcommittees.

25.1.4 A regular appraisal of each individual subcommittee Chair. At least once every 4 (four) years the Board shall participate in an external evaluation of the Boards performance, effectiveness, and culture.

25.2 The Board shall agree, implement and be accountable for a plan to take forward any actions resulting from its evaluations and appraisals.

26. TERMINATION OF DIRECTOR'S APPOINTMENT

26.1 A personal shall cease to be a Director of the Company:

26.1.1 by virtue of any provision of the Companies Act 2006

26.1.2 by failing to provide sufficient reason for more than 3 (three) consecutive Board meetings have been absent without permission of the Board

26.1.3 through the results of an evaluation or appraisal that leads to the collective Board requesting the resignation of that Director

26.1.4 by not being re-elected by the membership into their role

26.1.5 by notifying the Board in writing that they are resigning from office.

26.2 A person serving a specific role such as Independent Chair, subcommittee Chair or Champion status who has ceased to be a Director shall be deemed to have resigned from all of their positions.

27. DIRECTORS' REMUNERATION

27.1 The Board may make such regulations, policies, and procedures as it thinks fit in respect of remuneration that are in accordance with equal pay legislation and the CA 2006.

27.2 The Board may delegate their authority for the administration and governance of remuneration related performance management, financial health, and risk management.

27.3 The Board are accountable for assuring, maintaining consistency and reporting on remuneration decisions to interested parties.

27.4 Any remuneration of the Directors and the Chief Executive shall be made available on the Company website.

28. DIRECTORS' EXPENSES

28.1 Without prejudice to Article 27, the Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

28.1.1 meetings of the Board or subcommittees of the Board; or

28.1.2 AGM or General Meeting; or in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

29. INDEPENDENT CHAIR

29.1 The Board may appoint an Independent Director to be the Independent Chair from the candidates proposed by the Nominations Committee.

29.2 The Independent Chair may hold office for a term of 4 (four) years, expiring at the end of the meeting of the Board immediately following the fourth AGM after their election or appointment.

29.3 The Independent Chair will be eligible for re-election for a further term of 4 (four) years, in accordance with Article on such terms and for such period as they think fit and may delegate to them such of their powers as they think desirable to be executed by the Chair.

29.4 The appointment of the Independent Chair shall be via an open, advertised publicly recruitment process.

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

29.6 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.

30. INDEPENDENT DIRECTORS

30.1 Following a transparent, accessible, and public recruitment process, the nominations committee may recommend an Independent Director to the Board for appointment.

30.2 Subject to the provisions of the Companies Acts, the Board will appoint an Independent Director by a majority ruling.

31. SENIOR INDEPENDENT DIRECTOR (SID)

31.1 The Board shall appoint one Independent Director to be the SID whose delegated authority will be outlined by the Board in the SID Roles and Responsibilities.

31.2 Following a transparent, accessible, and public recruitment process, the Board may:

- 31.2.1 Select an existing Independent Director to be the SID;
- 31.2.2 Appoint a new Independent Director specifically for the SID role; or
- 31.2.3 In exceptional circumstances where recruitment to the position may require an interim solution, the Board may co-opt an individual to act as the SID.

32. ELECTED DIRECTORS

- 32.1 Any person in current membership with the company shall be eligible to nominate themselves for an Elected Director position.
- 32.2 Voting Members shall elect by vote, a Member of the company to serve as an Elected Director following a transparent and accessible nominations process.
- 32.3 The Board may make such regulations, policies, and procedures as it thinks fit in respect of the nominations process, and the voting process. Including votes being taken by show of hands, ballot, any other appropriate method, or a combination of voting methods.

33. COMPANY SECRETARY AND OFFICERS

- 33.1 The Company shall not be required to have a secretary but may choose to have one.
- 33.2 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.
- 33.3 The Chief Executive 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.
- 33.4 The Board may remove the Chief Executive from the employment of the company, subject to the terms of their contract of employment or other terms of engagement and any other legal obligations, as it sees fit.
- 33.5 The Chief Executive shall:
 - 33.5.1 be nominated by the Nomination Committee; and
 - 33.5.2 be recruited through an open, accessible, and publicly advertised process prior to being nominated.

PART 3

MEMBERS

34. GENERAL MEMBERSHIP GENERAL

- 34.1 The Board may prescribe from time to time the application, regulation and maintenance requirements associated with membership.
- 34.2 The Board may delegate such of its powers in relation to the acceptance, management, and maintenance of membership as it may decide from time to time.
- 34.3 All Members shall be subject to the Regulations set by the Board from time to time.
- 34.4 The Members shall pay any Subscription and subscription terms set by the Board.
- 34.5 Any Member whose subscriptions and/or entrance fee is in arrears by more than 3 months shall be deemed to have resigned their membership of the Company unless the Board decides otherwise.
- 34.6 Any application where there is a conflict of interest, a potential to cause confusion to the general public or any other high risk to the company shall be subject to requests from the company to mitigate or remove the factors identified, prior to the application being approved.
- 34.7 Every Voting Member may exercise such powers as prescribed by Part 9 of CA 2006.

35. MEMBER DUTIES

- 35.1 In accordance with the Regulations prescribed by the Board and these Articles, Members of the company shall use their best endeavours;
 - 35.1.1 to promote the objects, values, principles, interest and influence of the Company as the sole governing body of the Sport in territory
 - 35.1.2 to carry out and have respect for the rules, regulations and decisions of the Company
 - 35.1.3 to refrain from actions that are inconsistent with the objects, values, principles, rules, regulations or decisions of the Company
 - 35.1.4 to refrain from naming and/or carrying out activities, that in the reasonable opinion of the Board, are likely to cause confusion as to who is the governing body of the sport and/or that are inconsistent with the objects, values, principles, rules, regulations or decisions of the Company
 - 35.1.5 to ensure that there shall be no discrimination against any person, including but not limited to Traceur/Traceuse/Freerunner/executive team member/board member or official
 - 35.1.6 to uphold the proper use of terms such as 'UK', 'British', 'National' or 'Regional' that relate to activities recognised by the Company
 - 35.1.7 to report, at the point of awareness to the Company, any suspected or known breaches of these Articles or other Regulations prescribed by the Company.

36. MEMBERSHIP

- 36.1 Membership of the company in each type, category or class shall be conditional on the payment of the appropriate subscription and compliance with the entry requirements, company policies and adherence to the code of conduct in accordance with regulations and procedures which the Board considers from time to time to be appropriate.

36.2 The Board may make such regulations as it thinks fit in respect of eligibility for membership, the continuance of membership and transfers between different types, categories of classes of membership.

37. MEMBERSHIP TYPES

37.1 There shall be two types of membership, Voting Members and Non-Voting Members.

37.2 Voting Members

37.2.1 Voting Members are entitled to receive notice of, attend, speak and vote at any General Meeting or AGM.

37.2.2 Voting Members have liability of the Company in the event of liquidation.

37.3 Non-voting Members

37.3.1 Non-voting Members are entitled to receive notice of, attend and speak at any AGM or General Meeting or AGM.

38. VOTING MEMBERSHIP CATEGORIES

38.1 Ambassador

38.1.1 An individual recognised by the Board for their significant contribution and commitment to the field of Parkour.

38.1.2 The Board may prescribe the from time to time, the permanency and regulatory compliance required by appointed Ambassadors.

38.2 Accredited Member

38.2.1 Individuals

(i) An individual who has achieved, remains current, and complies with Parkour UK Accreditation and regulations.

38.2.2 Organisations

(i) An organisation who has achieved, remains current, and complies with Parkour UK Accreditation and regulations.

38.3 Affiliate Member

38.3.1 Individuals

(i) An individual who has does not meet the qualifications, standards or compliance required for Parkour UK Accreditation but who is active in the field of Parkour.

38.3.2 Organisations

(i) An organisation who does not meet the qualifications, standards or compliance required for Parkour UK Accreditation but who is active in the field of Parkour.

39. NON-VOTING MEMBERSHIP CATEGORIES

39.1 Associate Member

39.1.1 Individuals

(i) An individual who has an interest in Parkour.

39.1.2 Organisations

(i) An organisation who has an interest in Parkour but who is not actively delivering or providing facilities for Parkour to take place.

39.2 Founding Member

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

39.3 Founding Member

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

40. RIGHTS OF MEMBERS

- 40.1 Any Voting Member shall be entitled to have included on the agenda of a General Meeting or AGM any matter, motion or proposal submitted in writing with an explanatory statement in summary form to the Company, not less than 14 clear days prior to the relevant meeting.
- 40.2 Any Voting Member shall be entitled to have included on the agenda of an AGM or General Meeting any matter, motion or proposal submitted in writing to the with an explanatory statement in summary form to the Company, not less than 7 clear days prior to the relevant meeting.
- 40.3 Each Voting Member organisation shall be entitled to appoint 2 (two) delegates to attend at the AGM and any General Meeting.
- 40.4 Each Voting Member shall have the votes attributed to them in Schedule 1 to these Articles (that is votes per Member and not votes per delegate).
- 40.5 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.
- 40.6 Membership is not transferable.

41. TERMINATION AND CESSATION OF MEMBERSHIP

- 41.1 A Member may withdraw from membership of the Company by giving notice in writing to be received by the Company not later than 14 clear days in advance of the next membership year Subscription.
- 41.2 A membership terminates automatically 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.
- 41.3 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 their subscription. The Board may refund an appropriate part of a resigning Members subscription if it considers it appropriate taking account of all the circumstances.
- 41.4 Any Member who fails to pay its Subscription within 28 clear days of its renewal date for that membership year may automatically be suspended from membership.
- 41.5 The Board may allow a Member to be affiliated to the Company subject to any conditions imposed by the Board for a period of 2 (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 2 (two) years following notification by the Board, will automatically be suspended.
- 41.6 A former Member whose rights have been revoked or terminated shall be entitled to reapply for membership on such terms as to payment of any outstanding past Subscription(s).
- 41.7 Any Member may be suspended, sanctioned, or terminated from membership in accordance with the Company's disciplinary and sanctions rules that it may prescribe as it sees fit.
- 41.8 During a period of suspension 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.

42. SUBSCRIPTIONS

- 42.1 Each of the Affiliate Members and 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 membership year shall be determined by the Board and notified to members by at least 2 (two) months' notice.
- 42.2 The Board at its discretion may grant discounts on Subscriptions.
- 42.3 The Board may from time to time prescribe and fix levels of Subscription to be paid by the different categories of members.

PART 4

ORGANISATION OF THE ANNUAL GENERAL MEETINGS (AGM), GENERAL MEETINGS AND BOARD MEETINGS

43. CHAIRING THE AGM, GENERAL MEETINGS AND BOARD MEETINGS

43.1 The Independent Chair shall chair the AGM, General Meeting and Board Meeting if present and willing to do so.

43.1.1 If the Independent Chair shall be absent, or if at any meeting they are not present within fifteen minutes after the time appointed for commencing the meeting, the Senior Independent Director shall preside.

43.1.2 If the Senior Independent Director is also not present or is unwilling to preside within fifteen minutes after the appointed meeting start time an Independent Director shall preside.

43.2 The person chairing a meeting in accordance with this Article is referred to as "the Chair of the Meeting".

44. QUORUM

44.1 No business other than the appointment of the Chair of the Meeting is to be transacted at an AGM, General Meeting or Board Meeting if the persons attending it do not constitute a quorum.

44.2 One third of Voting Members present in person or by proxy shall be a quorum for an AGM or General Meeting.

45. GENERAL MEETINGS

45.1 The company shall hold general meetings in the eventuality that its transaction of business requires more immediate attention than the timeframe associated with the AGM.

45.2 A General Meeting is to be called by at least 21 (twenty-one) clear days' written notice.

45.2.1 A General Meeting may be called by shorter notice if it is so agreed by 95% of the Voting Members.

45.3 A General Meeting may be called at any time by;

45.3.1 the Board

45.3.2 the Chief Executive acting on behalf of the Board; or

45.3.3 written request to the Board from at least one-third of the Voting Members.

(i) On receipt of a written request made pursuant to Article 45.3.3, the notice of the General Meeting must be given within 21 days.

(ii) It must be held not more than 21 days after the date of the notice calling a General Meeting.

45.4 Meeting papers, including but not limited to the date, time, and location of and/or digital access to the general meeting, previous meeting minutes, agendas or proposed resolutions must be given to Members with at least 7 clear days written notice.

46. BOARD MEETINGS

46.1 The Board shall meet together not less than four times in each calendar year for the conduct of business at general meetings and may adjourn and otherwise regulate these meetings as it thinks fit.

46.1.1 The Chair of the Board may (and on the request of one third of members of the Board the Chair of the Board shall) convene a general meeting of the Board.

- 46.2 The quorum for meetings of the Board shall be one third of its membership.
- 46.3 At every meeting of the Board the Chair of the Board shall preside but if they are not present within 15 minutes after the time appointed for holding the meeting, the members of the Board present shall choose one of their number to be Chair of the Meeting.
- 47. **ANNUAL GENERAL MEETING (AGM)**
 - 47.1 The Company shall hold an AGM once in every calendar year at such time and place as may be determined and specified by the Board in the notices calling it.
 - 47.2 An AGM is to be called by at least 28 (twenty-eight) clear days' written notice.
 - 47.2.1 An AGM may be called by shorter notice if it is so agreed by 95% of the Voting Members.
 - 47.3 An AGM shall be held for the following purposes:
 - 47.3.1 to receive from the Board a report of the activities of the Company since the previous AGM;
 - 47.3.2 to appoint the Company's auditors;
 - 47.3.3 to receive a report from the Independent Chair;
 - 47.3.4 to elect the Directors in place of those retiring or standing down; and
 - 47.3.5 to transact such other business as may be brought before it.
 - 47.4 Notice of an AGM shall be given to all Members and Directors entitled to receive such notice in accordance with the Articles.
 - 47.5 Meeting papers, including but not limited to the date, time, and location of and/or digital access to the AGM, previous meeting minutes, agendas or proposed resolutions must be given to Members with at least 7 clear days written notice.
- 48. **ATTENDANCE AND SPEAKING AT THE AGM AND GENERAL MEETINGS**
 - 48.1 A person is able to exercise the right to speak at an AGM or General Meeting 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.
 - 48.2 At meetings of the Company, an individual may:
 - 48.2.1 Only represent (either as delegate or observer) one Member.
 - 48.3 Vote or speak on behalf of only the Member they represent;
 - 48.3.1 Except as duly appointed proxy of another Member; and
 - 48.3.2 Present evidence that they are the appointed delegate of the Member at the Boards request.
 - 48.4 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.
 - 48.4.1 Directors with Member voting rights shall be entitled to exercise their rights as a Voting Member
 - 48.5 Directors may attend and speak at an AGM or General Meeting, whether or not they are Members.
 - 48.6 Any person believed to be in a position to assist the Company may be invited by the Board to attend any AGM and General Meetings as an observer and to address any topic relevant to the business to be discussed.
 - 48.6.1 Such invitation may be challenged by any Voting Member whereupon a vote of Members in attendance shall be taken.

48.6.2 A simple majority of Voting Members will resolve the challenge, with the Independent Chair having an additional vote in the event of an even split decision.

49. ADJOURNMENT

- 49.1 If the persons attending the AGM or General Meeting 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.
- 49.2 The Chair of the Meeting may adjourn the AGM and General Meeting at which a quorum is present if:
 - 49.2.1 the meeting consents to an adjournment, or
 - 49.2.2 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.
 - 49.2.3 The Chair of the Meeting must adjourn the AGM or General Meeting if directed to do so by the meeting.
- 49.3 When adjourning an AGM or General Meeting, the Chair of the Meeting must:
 - 49.3.1 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
 - 49.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 49.4 If the continuation of an adjourned meeting is to take place more than 14 (fourteen) days after it was adjourned, the Company must give at least 7 (seven) clear days' notice of it:
 - 49.4.1 to the same persons to whom notice of the Company's AGM or General Meeting is required to be given; and
 - 49.4.2 containing the same information which such notice is required to contain.
- 49.5 No business may be transacted at an adjourned AGM or General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT THE AGM AND GENERAL MEETINGS

50. VOTING: GENERAL

- 50.1 The Board may prescribe from time-to-time policies and processes for the voting, managing disputes and errors at AGM and General Meetings.
- 50.2 The Board may maximise the accessibility of Voting Members by prescribing remote voting, in person voting or through a blend of methods as it sees fit.
- 50.3 Except where otherwise provided by the Companies Acts, every resolution is decided by a majority of votes cast.
- 50.4 Changes to the Company's Articles may only be affected by a Special Resolution of the Voting Members.
- 50.5 The number of votes cast may be subject to independent adjudication at the discretion of the Board.

51. PROXY NOTICES

- 51.1 The Board may prescribe from time-to-time policies and processes for proxy notices being issued, obtained, and acted upon.

- 51.2 A proxy notice may include but is not limited to containing the name and address of the Member appointing the proxy, the person appointed as the proxy, authentication methods, change requests, voting discretion and submission to the company.

52. AMENDMENTS TO RESOLUTIONS

- 52.1 An Ordinary Resolution to be proposed at the AGM or General Meeting may be amended by Ordinary Resolution if:
- 52.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the AGM or General Meetings 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
 - 52.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.
- 52.2 A Special Resolution to be proposed at the AGM or General Meeting may be amended by Ordinary Resolution, if:
- 52.2.1 the Chair of the Meeting proposes the amendment at the AGM or General Meeting at which the resolution is to be proposed, and
 - 52.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 52.3 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.
- 52.4 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.

53. WRITTEN RESOLUTION

- 53.1 Subject to Article 53.2.3, 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 the AGM or General Meeting 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.
- 53.2 In Article 51.1, the "Appropriate Majority" is:
- 53.2.1 in the case of an Ordinary Resolution, a simple majority of the Voting Members;
 - 53.2.2 in the case of a Special Resolution, 75% or more of the Voting Members.
 - 53.2.3 The following may not be passed as a Written Resolution:
 - (i) a resolution to remove a Director before their period of office expires; and
 - (ii) a resolution to remove an auditor before their period of office expires.

PART 5

ADMINISTRATIVE ARRANGEMENTS

54. COMMUNICATION

- 54.1 The Board may prescribe from time-to-time policies, processes, systems, and methods for the communication of its affairs.
- 54.2 It is the duty of the Company to maintain an up-to-date register of its membership and to communicate effectively with the Members.
- 54.3 It is the duty of Members to ensure their registered information is up to date.
- 54.4 Any notice, 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.
- 54.5 Any notice, served by electronic communications, shall be deemed to have been given at the time it was sent.

55. RIGHT TO INSPECT ACCOUNTS

- 55.1 The audited annual accounts must be published on the Company's website annually.

DIRECTORS' INDEMNITY AND INSURANCE

56. INDEMNITY

- 56.1 Subject to Article 56.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:
 - 56.1.1 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;
 - 56.1.2 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);
 - 56.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.
- 56.2 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.
- 56.3 In this Article
 - 56.3.1 companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate, and
 - 56.3.2 a "relevant director" means any Director or former Director of the Company or an associated company.

57. INSURANCE

- 57.1 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.
- 57.2 In this Article:
 - 57.2.1 a "relevant director" means any Director or former Director of the Company or an associated company;
 - 57.2.2 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

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

SCHEDULE 1

VOTING ENTITLEMENT

Category of Member	Votes
Accredited Members	1
Affiliate Members	1
Associate Members	0
Founding Members	0