

THE COMPANIES ACTS 1985 and 2006

COMPANY LIMITED BY GUARANTEE

SPECIAL RESOLUTION

OF

CP SPORT LIMITED

At a General Meeting on the Company, duly convened and held on Saturday 6<sup>th</sup> October 2018, the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

That the draft Articles of Association produced to the meeting and for the purposes of identification initialed by the Chair be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.



**Chair of the Meeting**

THE COMPANIES ACTS 1985 and 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

CP SPORT LIMITED

Adopted by Special Resolution dated 6<sup>th</sup> October 2018

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PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

**Defined terms**

1. In the articles, unless the context requires otherwise:

“**Act**” means the Companies Act 2006;

“**Adult Member**” means an adult member approved by the Board in accordance with article 26;

“**articles**” means the company’s Articles of Association;

“**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;

“**Board**” means the board of directors of the Company from time to time;

“**chair**” has the meaning given in article 15;

“**Chair of the meeting**” has the meaning given in article 30;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“**Connected Person**” means any person falling within one of the following categories:

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Find out more about the work of CP Sport at [www.cpsport.org](http://www.cpsport.org)

A Limited Company registered in England and Wales, no 04181593. Registered office as shown. Registered Charity No: 1088600  
Cerebral Palsy Sport is a member of the Institute of Fundraising

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a director; or
- (b) the spouse or civil partner of any person in (a); or
- (c) any person who carries on business in partnership with a director or with any person in (a) or (b); or
- (d) an institution which is controlled by either a director, any person in (a), (b) or (c), or a director and any person in (a), (b) or (c), taken together;
- (e) a corporate body in which a director or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article;

“**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;

“**Honorary Member**” means an honorary member approved by the Board in accordance with article 26;

“**Honorary Life Member**” means an honorary life member approved by the Board in accordance with article 26;

“**electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

“**Family Member**” means a family member approved by the Board in accordance with article 26;

“**Financial Expert**” means a person who is reasonably believed by the directors to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;

“**Independent Director**” means a person that is independent if they are free from any close connection to the organisation / company and if, from the perspective of an objective outsider, they would be viewed as independent. A person may still be deemed to be ‘independent’ even if they are a member of the organisation and/or play the sport. Examples of a ‘close connection’ include:

(A) they are or have within the last four years been actively involved in the organisation’s affairs, e.g. as a representative of a specific interest group within the organisation such as a sporting discipline, a region or a home country;

(B) they are or have within the last four years been an employee of the organisation; or  
(C) they have close family ties with any of the organisation’s directors or senior employees.

“**Junior Members**” means a junior member approved by the Board in accordance with article 26;

“**Life Member**” means a life member approved by the Board in accordance with article 26;

“**member**” has the meaning given in section 112 of the Companies Act 2006 and such person must be approved by the Board in accordance with article 26;

“**Objects**” means the objects of the Company as stated in article 3;

“**ordinary resolution**” has the meaning given in section 282 of the Companies Act 2006;

“**Organisation Member**” means a organisational / member approved by the Board in accordance with article 26;

“**participate**”, in relation to a directors’ meeting, has the meaning given in article 10;

“**person**” means any person (which shall include a body corporate) in their capacity as a director and / or member of the Company (or a prospective director / member) as the context permits;

“**Professional Member**” means a professional member approved by the Board in accordance with article 26;

“**proxy notice**” has the meaning given in article 36;

“**special resolution**” has the meaning given in section 283 of the Companies Act 2006;

“**Secretary**” means the Company Secretary of the Company appointed from time to time;

“**Sporting Ambassador Member**” means a Sporting Ambassador designated as a member approved by the Board in accordance with article 26;

“**subsidiary**” has the meaning given in section 1159 of the Companies Act 2006;

“**Junior supporter**” means Junior Members of the Company; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

### **Liability of members**

2. The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:

- (a) payment of the company’s debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

## PART 2 OBJECTS

### **Objects**

3. The objects for which the Company is established is to support people with cerebral palsy, related neurological conditions and other physical disabilities by:

3 (1) supporting people with cerebral palsy and other physical disabilities to reach their life potential through sport and active recreation;

3 (2) helping to improve the quality of life for people with cerebral palsy and other physical disabilities through sport, physical activity and active recreation activities;

3 (3) putting people with cerebral palsy and their families at the heart of everything the Company does to raise aspirations, promote inclusion and support people with cerebral palsy and other disabilities to play, participate and enjoy sport and active recreation;

## PART 3 POWERS

### **Powers of the company**

4 (1) In furtherance of the Objects but not otherwise, the company shall have power to do any act or deed or thing permitted by law.

4 (2) In pursuance of the Objects, but not further or otherwise and without prejudice to the generality of article 4 (1), the Company has the power to:

- (a) accept (or disclaim) any gift of money, legacy or other property;
- (b) raise funds by way of subscription, donation or otherwise;
- (c) trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- (d) establish or purchase companies to carry on any trade;
- (e) sell, lease or otherwise dispose of all or any part of the Company's real or personal property and any and all rights of the Company, subject to such consents as may be required by law;
- (f) borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Company's property and assets, subject to such consents as may be required by law;
- (g) lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- (h) buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- (i) set aside funds for particular purposes or as reserves against future expenditure;
- (j) deposit or invest funds with all the powers of a beneficial owner, where the directors consider appropriate after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- (k) delegate the management of investments to a Financial Expert, but only on terms that:
  - (i) the Company's investment policy is set down in writing by the directors for the Financial Expert;
  - (ii) all transactions are reported promptly and regularly to the directors;
  - (iii) investment performance is reviewed regularly with the directors;
  - (iv) the delegation arrangement may be cancelled by the directors at any time;
  - (v) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
  - (vi) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the directors on receipt;



- (vii) the Financial Expert must not do anything outside the powers of the Company;
- (l) arrange for the investments or other property of the Company to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the directors or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
- (m) co-operate with other bodies and to exchange information and advice with them;
- (n) establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- (o) enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- (p) acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- (q) enter into contracts to provide services to or on behalf of other bodies;
- (r) provide or procure the provision of advice;
- (s) publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;
- (t) promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- (u) subject to article 5:
- (i) employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
- (ii) make reasonable provision for the payment of pensions for employees and their dependents;
- (v) take out such insurance policies as are necessary to protect the Company;
- (w) provide indemnity insurance for the directors or any other officer of the Company in accordance with and subject to the conditions in section 189 of the Charities Act;
- (x) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (y) alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies,

legislation and regulations, provided that all such activities are confined to those permitted by law;

- (z) organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- (aa) provide and assist in the provision of money, materials or other aid;
- (bb) act as trustee and to undertake and execute charitable trusts;
- (cc) pay out of the funds of the Company the costs incurred in connection with the formation and registration of the Company as a company and as a charity.

### **Restrictions**

**5.** 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, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the company provided that nothing herein shall prevent any payment in good faith by the company:

- (a) of reasonable and proper remuneration to any officer or servant of the company, or to any member of the company in return for any services actually rendered to the company;
- (b) of reasonable and proper out of pocket expenses to any officer or servant of the company or to any member of the company expended in the course of providing services to the company;
- (c) of interest on money lent by any member of the company at a rate per annum not exceeding two per cent less than the base lending rate of a clearing bank to be selected by the Board of directors of the company or three per cent whichever is the greater;
- (d) of reasonable and proper rent for premises demised or let by any member of the company;
- (e) of fees, remuneration or other benefit in money or money's worth directly or indirectly to a member of the company for goods or services provided that such member was prior to his election or appointment already supplying goods or services to the company and further that such goods or services are supplied at a price not exceeding the fair market price on normal trade terms, and further that such member of the company shall absent himself from any meeting during the discussion of such supply and shall refrain from voting on the matter.

### **PART 4 DIRECTORS**

## DIRECTORS' POWERS AND RESPONSIBILITIES

### **Directors' general authority**

**6.** Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

### **Members' reserve power**

**7 (1)** The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

**7 (2)** No such special resolution invalidates anything which the directors have done before the passing of the resolution.

### **Directors may delegate**

**8.(1)** Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

**8 (2)** If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

**8 (3)** The directors may revoke any delegation in whole or part, or alter its terms and conditions.

### **Committees**

**9.(1)** Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

**9 (2)** The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

9 (3) The terms of reference of a committee may include conditions imposed by the directors, including that:

(a) the relevant powers are to be exercised exclusively by the committee to whom the directors delegate; and

(b) no expenditure or liability may be incurred on behalf of the Company except where approved by the directors or in accordance with a budget previously agreed by the directors.

9 (4) The directors may revoke or alter a delegation.

9 (5) All acts and proceedings of any committee shall be fully and promptly reported to the directors.

## DECISION-MAKING BY DIRECTORS

### **Directors to take decisions collectively**

**10.** The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 11.

### **Unanimous decisions**

**11.(1)** A decision of the directors 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.

11 (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.

11 (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 directors' meeting.

11 (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 (5) The directors shall use their powers to procure that directors' meetings are held at least 6 times in each calendar year.

### **Calling a directors' meeting**

**12.(1)** Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

12 (2) Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) 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.

12 (3) Notice of a directors' meeting must be given to each director by not less than 21 days notice, but need not be in writing.

12 (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days before the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **Participation in Directors' meetings**

13.(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

13 (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

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

### **Quorum for Directors' meetings**

14.(1) The quorum necessary for the transaction of the business of the directors shall be three present at the commencement and throughout the whole of the meeting. A meeting of the directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors. If a quorum is not present within half an hour of the time fixed for the meeting, the meeting shall stand adjourned until such date and time and at such place as the directors present shall agree.

14 (2) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision.

### **Chairing of Directors' meetings**

15.(1) The directors shall appoint a director to chair their meetings.

15 (2) The person so appointed for the time being is known as the chair.

15 (3) If the chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of the other directors present to chair it.

(4) The appointment of the Chair shall at all times be reserved to the Board. The Chair will provide strategic leadership and direction for the Board

### **Casting vote**

16.(1) If the numbers of votes for and against a proposal are equal, the chair or other director chairing the meeting has a casting vote.

16 (2) But this does not apply if, in accordance with the articles, the chair or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **Conflicts of interest**

17.(1) If a proposed decision of the directors 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.

17 (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

17 (3) This paragraph applies when:

(a) the directors present at the meeting (other than the director who is interested in the actual or proposed transaction or arrangement with the company) resolve to disapply the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause and the director has declared the nature of that permitted cause to the meeting.

17 (4) For the purposes of this article, the following are permitted causes:

(a) a guarantee 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;

(b) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

(c) 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 which do not provide special benefits for directors or former directors.

17 (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

17 (6) Subject to paragraph (7) below, if a question arises at a meeting of directors or of a committee of directors 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 whose ruling in relation to any director other than the chair is to be final and conclusive.

17 (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, the question is to be decided by a decision of the directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

17 (8) If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

(a) the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

(b) the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and

(c) the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.



In this article 17 (8) a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a Connected Person.

#### **Records of decisions to be kept**

**18.** The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

#### **Directors' discretion to make further rules**

**19.** Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

### **APPOINTMENT OF DIRECTORS**

#### **Number of directors**

**20.** The number of directors shall not be less than three or no more than ten.

#### **Constitution of the Board**

**21.** (1) The Board of Directors may from time to time and at any time appoint any member, or other person who is willing to become a member of the Board to fill a casual vacancy or by way of addition to the Board.

21 (2) The Board of Directors may from time to time co-opt up to four persons to be members of the Board provided that the total number members of the Board shall not exceed the number provided in Article 20.

21 (3) In three yearly cycles, at each Annual General Meeting one-third of the members of the Board, or if their number is not three, or a multiple of three, then the number nearest one-third shall retire from office. Retiring members shall be eligible for re-election, except that no member of the Board shall be a member for more than four consecutive years without being subject to re-election. The members of the Board to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment.

21 [(4) The Board shall endeavour to ensure that at all times:

- (a) at least twenty-five per cent (25%) of the Board's membership is made up of independent persons; and
- (b) thirty per cent (30%) of the Board's membership is made up of women or men, as the case may be.



- (c) At least 10% of the Board should be made up of people with a disability.

21 (5) The Board shall take all appropriate steps to procure that the directors' terms of appointment do not exceed two terms of three years each, except in the case of exceptional requirements by the Board.

21 (6) Directors may be appointed by the Board or by the Company in General Meeting.

### **Termination of Director's appointment**

**22.** Every director appointed pursuant to article 21 shall hold office until the earliest to occur of the following:

- (a) they resign office or are removed as a director; or
- (b) they die; or
- (d) they vacate office pursuant to article 23;

and (subject to the provisions of Section 168 of the Companies Act 2006) neither the company in general meeting nor the directors shall have power to fill any such vacancy but the provisions of this regulation may be relaxed or varied to any extent by agreement in writing between all the members of the company.

**23.** A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) 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;
- (e) 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;
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;

(g) the director shall for more than three consecutive meetings of the directors (excluding any called on short notice) have been absent without good cause and the directors resolve that such director's office be vacated; or

(h) such director is removed from office by a resolution of the directors that it is in the best interests of the Company that such directors' office be vacated passed at a meeting at which at least half of the directors are present. Such a resolution must not be passed unless:

(i) the director has been given at least 14 clear days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it will be proposed; and

(ii) the director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other directors must consider any representations made by the director (or the director's representative) and inform the director of their decision following such consideration. There shall be no right of appeal from a decision of the directors to terminate the directorship of a director.

### **Directors' expenses**

**24.** The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors, or
- (b) general meetings,

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

## PART 5 MEMBERS

### BECOMING AND CEASING TO BE A MEMBER

#### **Applications for membership**

**25. (1)** No person shall become a member of the company unless they are approved in writing by all the Board or such persons as the Board may delegate from time to time to approve memberships pursuant to the powers contained in article 8. Every person who wishes to become a member shall deliver to the company an application for membership in writing in such form as the directors require. A membership fee may be payable by members at the request of directors. The Board shall decide the amount of such fee and the procedures by which it shall be levied. The Company shall keep a register of members.

25 (2) The categories of members as at the date of the adoption of these Articles are as follows:

- (a) Adult Members, being individuals over the age of 18;
- (b) Junior Members, being individuals under the age of 18;
- (c) Family Members, being a family comprising of parents, step parents, children or stepchildren;
- (d) Honorary Members, being persons approved by the Board who, by virtue of their dedication and service to the Company are deemed by the Board to qualify for honorary membership;
- (e) Life Members, being members who have been members of the Company for 15 consecutive years;
- (f) Honorary Life Members, being members who have been members of the Company for 15 consecutive years and who, by virtue, of their dedication and service to the Company are deemed by the Board to qualify for honorary life memberships;
- (g) Organisation Members, being corporate entities such as companies, partnerships, LLP's or similar bodies and other organisations; that are registered at Companies House.
- (h) Professional Members, being coaches, physiotherapists or other professionals working with people with cerebral palsy.
- (i) Sporting Ambassadors, being invited representatives that the Board or such persons as the Board may delegate from time to time to approve the role of Sporting Ambassador and have signed the required role agreement.

(3) The Board shall be entitled to change, vary or replace from time to time the various categories of members and the rules attaching to those categories without seeking the approval of the members or any category of the members.

(4) All Supporters shall be entitled to receive information and bulletins from the Company and may opt out at any time.

(5) The voting rights of members are set out in article 27 (6).

### **Termination of membership**

26. (1) Any member of the company may retire, provided that after such retirement the number of members is not less than three.

26 (2) Membership is not transferable.

26 (3) A member shall cease to be a member if:

- (a) the member dies or, if it is an organisation, ceases to exist;
- (b) the member resigns by giving notice to the Company in writing, unless the resignation would cause there to be fewer than three members;
- (c) any subscription or other sum payable by the member to the Company remains unpaid within six months of it falling due and the Company notifies the member in writing of the termination of their membership;
- (d) the member is removed from membership by a resolution of the directors that it is in the best interests of the Company that the membership is terminated. Such a resolution may not be passed unless:
  - (i) the member has been given at least 14 clear days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it will be proposed; and
  - (ii) the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The directors must consider any representations made by the member (or the member's representative) and inform the member of their decision following such consideration. There shall be no right of appeal from a decision of the directors to terminate the membership of a member.
  - (iii) A member removed from membership by such a resolution shall remain liable to pay to the Company any subscription or other sum owed by them and shall not be entitled to a refund of any such subscription or other sum paid by them to the Company;
- (e) where the member is a director, the member ceases to be a director.

## ORGANISATION OF GENERAL MEETINGS

### **Attendance and speaking at general meetings**

27.(1) A person is able to exercise the right to speak at a 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.

27 (2) A person is able to exercise the right to vote at a general meeting when:

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) 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.

27 (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

27 (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

27 (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

27 (6) The voting rights attached to members at a general meeting on a poll or on a show of hands or on a written resolution are as follows:

- (a) each Adult Member, Honorary Member, Honorary Life Member, Life Member, Professional Member and Sporting Ambassador Member who is an individual shall have one vote;
- (b) a Junior Member shall not have a vote;
- (c) a Family Member shall have one vote per adult within the family membership up to a maximum of two votes; and
- (d) each Corporate Member and Professional Member (not being an individual) shall be entitled to appoint one person from their organization who will have one vote.

### **Quorum for general meetings**

28. (1) No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Eight persons entitled to vote being a member or proxies for a member or a duly authorised representative of a corporation, shall be a quorum.

28 (2) The Company may hold in each year a general meeting as its Annual General Meeting, if held, and shall specify the meeting as such in the notice calling it. An Annual General Meeting shall be called by 21 clear days notice in writing.

28 (3) Where an Annual General Meeting is convened it shall:

- (a) receive from the Board, the Company's Accounts;
- (b) receive from the Board a report of the activities of the Company since the previous Annual General Meeting;
- (c) appoint the Company's auditors; and
- (d) where appropriate appoint the elected directors in place of those retiring.

28 (4) General meetings other than the Annual General Meeting are called on a minimum of 14 days clear notice.

### **Secretary**

**29.** The directors may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the directors think fit. From time to time the directors may decide to remove such person and to appoint a replacement.

### **Chairing general meetings**

**30.(1)** The chair of the Board of directors or in his or her absence some other director shall preside as chair of the meeting.

30 (2) If the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- (a) the directors present, or
- (b) (if no directors are present), the meeting,

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.

30 (3) The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting".

### **Attendance and speaking by directors and non-members**

**31.(1)** Directors may attend and speak at general meetings, whether or not they are members.

31 (2) The chair of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

### **Adjournment**

**32.(1)** If the persons attending a 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.

32 (2) The chair of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment, or
- (b) 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.

32 (3) The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

32 (4) When adjourning a general meeting, the chair of the meeting must:

- (a) 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
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

32 (5) 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 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain.

32 (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## VOTING AT GENERAL MEETINGS

### **Voting: general**

**33.** (1) A resolution put to the vote of a general meeting must be decided on a show of hands by those members or their representatives entitled to vote at such general meeting unless a poll is duly demanded in accordance with the articles.



33 (2) If the numbers of votes for and against a resolution are equal, the chair of the meeting has a casting vote.

33 (3) A director shall not have a vote, unless he is also a member.

### **Errors and disputes**

34.(1) No objection may be raised to the qualification of any person voting at a general meeting 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.

34 (2) Any such objection must be referred to the chair of the meeting whose decision is final.

### **Poll votes**

35.(1) A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

35 (2) A poll may be demanded by:

- (a) the chair of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) 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.

35 (3) A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken, and
- (b) the chair of the meeting consents to the withdrawal.

35 (4) Polls must be taken immediately and in such manner as the chair of the meeting directs.

### **Content of proxy notices**

36.(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:



- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

36 (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

36 (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.

36 (4) Unless a proxy notice indicates otherwise, it must be treated as:

- (a) 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
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **Delivery of proxy notices**

37.(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

37 (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

37 (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.

37 (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.

### **Amendments to resolutions**

**38.(1)** An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting 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

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

**38 (2)** A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

**38 (3)** 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.

## WRITTEN RESOLUTIONS

**39.** A resolution in writing signed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more members.

## PART 6 ADMINISTRATIVE ARRANGEMENTS

### **Means of communication to be used**

**40.(1)** Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

**40 (2)** Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors 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.

40 (3) 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.

### **Company seals**

41.(1) Any common seal may only be used by the authority of the directors.

41 (2) The directors may decide by what means and in what form any common seal is to be used.

41 (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

41 (4) For the purposes of this article, an authorised person is:

- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **No right to inspect accounts and other records**

42. Except as provided by law or authorised by the directors 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.

### **Provision for employees on cessation of business**

43. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **Indemnity**

44.(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against:

- (a) 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,

(b) 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 the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the company or an associated company.

44 (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.

44 (3) In this article and article 45:

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

(b) a “**relevant director**” means any director or former director of the company or an associated company.

### **Insurance**

45.(1) The directors 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.

45 (2) In this article 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.

## PART 7 DISSOLUTION

### **Dissolution**

46. If upon the winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the company, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the company such institution or institutions to be determined by the members of the company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.