

Company Number: SC282483

## **The Companies Acts 1985 and 2006**

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### **Private Company Limited by Guarantee**

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#### **Articles of Association**

**of**

#### **Lacrosse Scotland (the “Company”)**

**(adopted by special resolution passed on 2 March 2013)**

### **1 Interpretation**

1.1 In these Articles, unless the context otherwise requires:

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

“**Adult Member**” being an Individual Member over eighteen years of age that is not engaged in full time education;

“**Annual General Meeting**” has the meaning given in Article 12.1;

“**Articles**” means the company’s articles of association for the time being in force;

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

“**Business Day**” means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of Edinburgh are generally open for business;

“**Clear Days**” means in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the days for which it is given or on which it is to take effect;

“**Club Member**” being all those Group Members who are not School Members;

“**Conflict**” means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

“**Eligible Director**” means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 21, any director whose vote is not to be counted in respect of the particular matter);

“**General Meeting**” means a general meeting of the Members of the Company whether or not it is an Annual General Meeting;

“**GM Chairperson**” has the meaning at 13.2;

“**Group Members**” has the meaning given at Article 7.1.3;

“**Honorary Members**” has the meaning given at Article 7.1.2;

“**Individual Members**” has the meaning given at Article 7.1.1;

“**Interested Director**” has the meaning given at Article 21.1;

“**Junior Member**” being an Individual Member under eighteen years of age;

“**Life Member**” has the meaning given at Article 7.1.1;

“**Member**” means a member of the Company;

“**Membership Year**” means a calendar year commencing on 1 September to 31 August;

“**Model Articles**” means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered “Model Article” is a reference to that article of the Model Articles;

“**President**” means the president of the Company appointed in accordance with Article 23;

“**Relevant Loss**” means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer’s duties or powers in relation to the Company;

“**Relevant Officer**” means any director or other officer or former director or other officer of the Company;

“**Retiring Directors**” has the meaning given at Article 14.8;

“**Rules**” means any rules, bye-laws, codes of conduct, disciplinary rules or any other rules of any kind adopted by the Board and published by the Company as binding on the Members which shall include the Rules of the Sport and all rules, bye-laws, codes of conduct, disciplinary rules or any other rules of the Company;

“**School Member**” being a Group Member whose players of the Sport are pupils of a school in Scotland;

“**Sport**” means the sport of lacrosse;

“**Student Member**” being an Individual Member over eighteen years of age that is engaged in full time education; and

“**Supporter Members**” has the meaning given at Article 7.1.2.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and

expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an “**Article**” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - 1.5.1 any subordinate legislation from time to time made under it; and
  - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles 2, 8, 9(1), 11(2), 11(3), 13, 14(1) - (4), 17(1)(b), 17(2), 17(3), 22(3), 25(1), 25(2), 30(2), 35, 38 and 39 shall not apply to the Company.
- 1.9 Model Article 7 shall be amended by:
  - 1.9.1 the insertion of the words “for the time being” at the end of article 7(2)(a); and
  - 1.9.2 the insertion in article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.10 Model Article 20 shall be amended by the insertion of the words “(including the secretary)” before the words “properly incur”.
- 1.11 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words “is delivered to the company in accordance with the Articles not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate”.
- 1.12 Article 31(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid” as a new paragraph at the end of that article.

## **2 The Company and its Objects**

- 2.1 The Company’s name is Lacrosse Scotland.
- 2.2 The registered office of the Company will be situated in Scotland.

- 2.3 The objects for which the Company is established is to:
- 2.3.1 act as the governing body of the Sport in Scotland; and
  - 2.3.2 encourage the participation in and promotion and practice of the Sport in Scotland and foster, safeguard, promote and control the Sport in Scotland including, but not limited to:
    - 2.3.2.1 establishing, reviewing and enforcing competition rules for the Sport and in particular to determine different rules for different categories of player and different competitions within the Sport in Scotland;
    - 2.3.2.2 organising matches, tournaments and national leagues for the Sport and to organise, select and manage representative and international teams;
    - 2.3.2.3 providing facilities for the Sport;
    - 2.3.2.4 providing training and coaching for players and umpires of the Sport; and
    - 2.3.2.5 subscribing and becoming a member of and co-operating with any National, European or World Governing Body of the Sport.
- 2.4 The Company shall have the power to do all lawful acts and things to further the foregoing objects. The objects in Article 2.3 shall not be restrictively interpreted and the widest interpretation shall be given to them.

### **3 Powers**

- 3.1 In pursuance of the objects set out in Article 2.3, the Company has the power to:
- 3.1.1 buy, lease or otherwise acquire and deal with any property and any rights or privileges of any kind over or in respect of any property and to improve, manage, develop, construct, repair, sell, convey, lease, licence, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
  - 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing, the performance of other obligations of the Company or secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person by mortgage, charge, lien, guarantee or other security on the Company's property and assets;
  - 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in such investments, securities or property as may be thought fit from time to time and to dispose of and vary such investments, securities or property from time to time;
  - 3.1.4 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;

- 3.1.5 provide and assist in the provision of money, materials or other help;
- 3.1.6 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.7 effect insurance against risk of all kinds;
- 3.1.8 solicit, receive and accept financial assistance, grants, donations, subscriptions, endowments, gifts, bequests and other property whether or not these are subject to any specific trusts, conditions or burdens; and
- 3.1.9 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 2.3.

#### **4 Not for distribution**

- 4.1 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set out in Article 2.3 and no portion of the income or property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 4.1.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
  - 4.1.2 any interest on money lent by any Member or any director to the Company at a reasonable and proper rate;
  - 4.1.3 reasonable and proper rent for premises demised or let by any Member or director to the Company; or
  - 4.1.4 reasonable travel and out-of-pocket expenses properly incurred by any director.

#### **5 Winding up**

- 5.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members after the satisfaction of all the Company's debts and liabilities shall not be paid or distributed to such Members, but shall be given or transferred to another body (charitable or otherwise):
  - 5.1.1 with objects altogether or in part similar to those of the Company; and
  - 5.1.2 which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the Members at the time of winding-up or dissolution or, failing such determination, by the Scottish Courts.

#### **6 Guarantee**

- 6.1 The liability of the Members is limited.
- 6.2 Subject to Article 9, the liability of each Member is limited to £1.00, 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

6.2.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,

6.2.2 payment of the costs, charges and expenses of the winding up, and

6.2.3 adjustment of the rights of the contributories among themselves.

## **7 Membership**

7.1 There shall be the following classes of membership:

7.1.1 Individual Members

Being those individuals who participate in or support the Sport, who on application as mentioned in Article 8 to the Board, in addition to payment of the appropriate subscription, may be accepted into this class of membership as an Adult Member, a Student Member or a Junior Member. This class of membership shall also include any Adult Members, Student Members or Junior Members who applied for life membership of the Company prior to 1 January 2012 (the "**Life Members**"), notwithstanding that no further Life Members are to be accepted by the Company;

7.1.2 Honorary Members

Being those individuals who have given outstanding service to the Sport in Scotland and have been accepted into this class of membership on the recommendation of the Board and the approval of the Members of the Company;

7.1.3 Group Members

Being properly constituted lacrosse clubs in Scotland (as determined by the Board in accordance with the Rules) or schools who participate in the Sport, who on application as mentioned in Article 8 to the Board in addition to payment of the appropriate subscription, may be accepted into this class of membership as a School Member or a Club Member. All Group Members shall maintain a full and comprehensive list of all registered members of that Member Club and shall make such information available to the Company for inspection as may reasonably be required. Any Group Member not complying with this Article 7.1.3 may, at the discretion of the Board, not be entitled to vote at the Annual General Meeting of the Company in the relevant year; and

7.1.4 Supporter Members

Being those individuals or any properly constituted organisation who support the Sport, who on application as mentioned in Article 8 to the Board, in addition to payment of the appropriate subscription, may be accepted into this category of membership, and who in all cases have satisfied the requirements of Article 8.

## **8 Application for membership**

- 8.1 No person shall become an Individual Member, a Group Member or a Supporter Member unless he has completed an application for membership in a form approved by the directors from time to time and submitted it to the Board. Applications for membership in the case of a Club Member and, if the so context requires, a Supporter Member, shall be required to be signed by the president, chairperson or secretary of that Club Member or Supporter Member and shall be accompanied by that Club Member's or Supporter Member's constitution and list of office bearers.
- 8.2 In signing the membership form or being admitted as a Member of the Company each Member agrees that he shall be deemed to be and be in fact bound by the Rules. All Members shall be required to cooperate in the enforcement of the Rules and to adhere to the Rules.
- 8.3 All applications for membership shall be approved by the Board before the applicant is admitted to membership. The details of each successful applicant shall be entered into the Register of Members by the Board. In all cases, the decision of the Board on applications for membership, renewal of membership and decisions on whether or not they should be accepted, shall be the sole responsibility of the Board and in the event that any application is refused, the Board shall not be under any obligation to give any reason for such refusal, However the Board shall not reject any application for reasons of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or otherwise unreasonably. The policy rules and conditions for admission to membership and the payment of the annual subscription fee for all classes of membership shall be fixed by the Board and subject to approval by the Members of the Company.
- 8.4 All Members, other than Life Members and Honorary Members, must renew their membership in each Membership Year and pay to the Company an annual subscription fee to be decided by the directors from time to time before 30 November in each Membership Year. Failure to make payment by the due date shall result in the membership of the defaulting Member being terminated or suspended in accordance with Article 11.1.

## **9 Rights and privileges of Members**

- 9.1 Individual Members (other than Junior Members) and Honorary Members, in addition to being liable for the guarantee as set out in Article 6 of the Articles, shall have the full powers, privileges and liabilities of the Members as set out in these Articles and shall be entitled to one vote each at any General Meeting of the Company.
- 9.2 Group Members, in addition to being liable for the guarantee as set out in Article 6 of the Articles, shall have the full powers, privileges and liabilities of the Members as set out in these Articles and in case of: (i) School Members shall be entitled to one vote for every hundred pupils at their establishment playing the Sport (except that such School Members which pay pop lacrosse only shall have a maximum of one vote); and (ii) Club Members shall be entitled to one vote for every five registered members of their club, at any General Meeting of the Company. The number of votes of each Group Member at a General Meeting shall be calculated with reference to the number of pupils at their establishment playing the Sport or the number of registered members of their club (as the case may be) as at the date on which notice of the General Meeting is given and such notice will detail the number of votes allocated to each Group Member. Each School

Member and each Club Member shall nominate an authorised representative to attend, speak and vote on its behalf at a General Meeting.

9.3 Supporter Members shall not be liable for the guarantee as set out in Article 6 of the Articles and shall have no liability for the liabilities of the Company nor any interest in the assets of the Company nor shall they be entitled to vote at any General Meeting of the Company.

9.4 The rights and privileges of membership shall not be transferable.

## **10 Resignation of a Member**

10.1 Notice of retiral or resignation from membership of the Company during a Membership Year is to be intimated in writing to the Board. Membership fees for the full year in which the Member retires or resigns may be payable at the discretion of the Board.

10.2 When a Member, who is natural person dies or becomes bankrupt, or a Member, who is a legal person or unincorporated body goes into receivership, administrative receivership, administration, liquidation or other analogous insolvency event, that Member's membership shall automatically terminate.

## **11 Expulsion and/or suspension of a Member**

11.1 The Board may terminate or suspend the membership of any Member without his consent by giving him written notice if, in the reasonable opinion of the directors:

11.1.1 he is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute;

11.1.2 he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole;

11.1.3 he has failed to observe the terms of these Articles and the Rules; or

11.1.4 his annual subscription fee remains unpaid after six months following the date it becomes due,

and following such termination or during such suspension (as the case may be), the Member shall be removed from the Register of Members by the Board.

11.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a Member.

11.3 A Member whose membership is terminated or suspended under this Article shall not be entitled to a refund of any subscription or membership fee.

## **12 Calling a General Meeting**

12.1 The Company shall hold a General Meeting each year, known as the annual general meeting, at such time and place as the Board shall determine (the "**Annual General**



**Meeting”).**

- 12.2 Notice of the Annual General Meeting shall include the date, time and place of the meeting, details of any person recommended by the Board or nominated by the Members to sit on the Board (if any) and any resolution proposed by the Board or a Member (if any) and shall be sent to all Members and the Board at least fourteen Clear Days prior to the due date for the Annual General Meeting. The notice calling the Annual General Meeting shall be accompanied by such written reports and other documents as may be relevant to the proposed business of the Annual General Meeting. The agenda for the Annual General Meeting shall be prepared by the Board and issued as part of the notice of the meeting issued pursuant to this Article 12.2.
- 12.3 The business of the Annual General Meeting shall be:
- 12.3.1 to receive the report of the Board and the financial statements;
  - 12.3.2 to elect or re-elect Board Members and the Auditor, if appropriate, for the ensuing year;
  - 12.3.3 to fix the rate of the annual subscription fees payable by the Members to the Company;
  - 12.3.4 to consider resolutions of which due notice has been given; and
  - 12.3.5 any other competent business.
- 12.4 In accordance with the Act, the Board may call a General Meeting of the Company and on requisition of the Members who represent at least five percent of the total voting rights of all the Members having the right to vote at a General Meeting, the Board shall proceed to call a General Meeting not later than twenty one Clear Days after such requisition.
- 12.5 Notice of a General Meeting shall include the date, time and place of the meeting and the general nature of the business to be transacted and shall be sent to all Members and the Board at least fourteen Clear Days prior to the due date for the General Meeting.
- 12.6 The accidental omission to give notice of a General Meeting to or the non receipt of a notice of a General Meeting by any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

**13 Proceedings at General Meetings**

- 13.1 No business shall be transacted at any General Meeting unless a quorum is present. Except as otherwise provided for in the Articles, Members who hold at least forty votes of the total voting rights of all the Members having the right to vote at a General Meeting must be present (either in person or by proxy) at a General Meeting for that General Meeting to be quorate. If after thirty minutes from the time appointed for the meeting there is no quorum present, the GM Chairperson will be instructed to call another General Meeting to such date, time and place as the GM Chairperson shall appoint or the Board shall direct. At such second General Meeting, Members who hold at least twenty votes of the total voting rights of all the Members having the right to vote at a General Meeting present (either in person or by proxy) shall be a quorum.

- 13.2 The President, whom failing a director of the Company nominated by the Board, shall preside as chairperson of a General Meeting the (“GM Chairperson”).
- 13.3 The GM Chairperson may, with the consent of the General Meeting at which a quorum is present (as if so directed by the Members), adjourn the General Meeting from time to time and from place to place, but no business shall be transacted at an adjourned General Meeting other than business which might properly have been transacted at the General Meeting had the adjournment not taken place. When a General Meeting is adjourned for fourteen days or more, at least seven Clear Day’s notice shall be given specifying the time and place of the adjourned General Meeting and the general nature of the business to be transacted, otherwise it shall not be necessary to give any such notice.
- 13.4 A resolution put to the vote of a General Meeting must be decided on a show of hands, unless before or on the declaration of the result of the show of hands a poll is duly demanded, in accordance with the Act and the Model Articles, by any qualifying person (as defined in section 318 of the Act).
- 13.5 All Members who are entitled to vote pursuant to Article 9 shall be entitled to appoint a proxy to attend, speak and vote at General Meetings in accordance with the provisions of the Act. The proxy form shall be signed by or on behalf of the Member and shall be in the form sent to the Members with the notice of the General Meeting or in any other form approved by the Board. The appointment of a proxy and any authority under which it is signed (in a manner approved by the Board) shall:
- 13.5.1 in the case of a written document be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the General Meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty eight hours before the time for holding the General Meeting or adjourned General Meeting; or
- 13.5.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications: (i) in the notice convening the General Meeting; (ii) or in any instrument of proxy sent out by the Company in relation to the General Meeting; (iii) or in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the General Meetings, be received at such address not less than forty eight hours before the time for holding the General Meeting or adjourned General Meeting.
- 13.6 A resolution in writing executed in the case of an ordinary resolution by the Members who are entitled to vote holding more than fifty percent of the votes pursuant to Article 9 and in the case of a special resolution by the Members who are entitled to vote holding not less than seventy five percent of the votes pursuant to Article 9 shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several documents in the same form each signed by or on behalf of one or more Members.

## **14 The Board**

- 14.1 The Board shall be comprised only of individuals being natural persons, who may or may not be Members, in good standing who must be over sixteen years of age. Unless

otherwise determined by an ordinary resolution, the number of directors (other than alternate directors) shall not be more than ten but shall not be less than three.

- 14.2 Unless otherwise determined by ordinary resolution, the Board shall include directors holding the following positions:
- 14.2.1 a chairperson of the Board;
  - 14.2.2 a Communications and Secretariat director;
  - 14.2.3 a Finance director;
  - 14.2.4 a Development director;
  - 14.2.5 a Women's Sport director; and
  - 14.2.6 a Men's Sport director.
- 14.3 Subject to these Articles and the Act, the Company may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing Board but the total number of directors shall not exceed any maximum number fixed in accordance with these Articles.
- 14.4 Subject to these Articles, the Board shall have power at any time to appoint any person who is willing to act as a director, either to fill a vacancy or as an addition to the existing Board, for instance where specialist knowledge is required, but the total number of directors shall not exceed any maximum number fixed in accordance with these Articles. Any director so appointed shall retire at the next Annual General Meeting of the Company following such appointment and shall be eligible for re-appointment.
- 14.5 Subject to the provisions of Article 14.4, no person, other than a retiring director (by rotation or otherwise), shall be appointed or re-appointed a director at any General Meeting unless:
- 14.5.1 he is recommended by the Board; or
  - 14.5.2 following the invitation by the Company for nomination for directors and the close of such nomination being at least twenty eight Clear Days before the date appointed for the General Meeting, the Company has received written notice at the registered office of the Company from a Member (other than the person proposed) entitled to vote at the General Meeting of his intention to propose a resolution for the appointment or re-appointment of that person to one of the elected Board positions, such notice stating the Board position for which that person is being nominated and having been signed by that person to confirm:
    - 14.5.2.1 his willingness to be appointed or re-appointed; and
    - 14.5.2.2 there are no circumstances, personal or otherwise, precluding that person from being appointed as a director of the Company.
- 14.6 In the event of only one nomination being received for a vacant position on the Board that nominee shall be elected on the passing of an ordinary resolution to that effect. If there are two or more candidates for one position on the Board then the person for

whom the highest number of properly recorded votes is cast shall be declared elected and in the event of an equality of votes the GM Chairperson shall have a casting vote.

14.7 Each director shall retire from office at the second Annual General Meeting after the Annual General Meeting or General Meeting (as the case may be) at which he was previously appointed. A director who retires at an Annual General Meeting (whether by rotation or otherwise) may, if willing to act, be re-appointed. If he is not re-appointed or deemed to have been re-appointed under Article 14.8, he shall retain office until the Annual General Meeting appoints someone in his place or, if it does not do so, until the end of the Annual General Meeting.

14.8 If:

14.8.1 at the Annual General Meeting in any year any resolution or resolutions for the appointment or re-appointment of the persons eligible for appointment or re-appointment as directors are put to the Annual General Meeting and lost; and

14.8.2 at the end of that Annual General Meeting the number of directors is fewer than any minimum number of directors required under Article 14.1,

then all retiring directors who stood for re-appointment at that meeting (the “**Retiring Directors**”) shall be deemed to have been re-appointed as directors and shall remain in office but the Retiring Directors may only act for the purpose of convening General Meetings of the Company and perform such duties as are essential to maintain the Company as a going concern, and not for any other purpose.

14.9 The Retiring Directors shall convene a General Meeting as soon as reasonably practicable following the Annual General Meeting referred to in Article 14.8 and they shall retire from office at that General Meeting. If at the end of any General Meeting convened under this Article 14.9 the number of directors is fewer than any minimum number of directors required under Article 14.1, the provisions of Article 14.8 shall also apply to that General Meeting.

14.10 Without prejudice to the provisions for retirement of directors (by rotation or otherwise) contained in these Articles, the office of a director shall be vacated if:

14.10.1 he resigns by notice in writing either delivered to the Board at the Company’s registered office or tendered at a Board meeting;

14.10.2 he ceases to be a director by virtue of any provision of the Act, is removed from office pursuant to these Articles or the Act or becomes prohibited by law from being a director;

14.10.3 he becomes bankrupt or makes an arrangement or composition with his creditors generally;

14.10.4 he becomes incapable by reason of illness or injury of managing and administering their property and affairs; or

14.10.5 he shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board resolves that their office be vacated.

- 14.11 Any director who becomes ineligible to hold a position as a director, for any reason, must immediately inform the Company of this event and forthwith vacate their position as a director of the Company.
- 14.12 If the office of a director is vacated for any reason, he shall cease to be a member of any committee or sub-committee of the Board.

## **15 Powers of the Board**

- 15.1 The Board shall have power:
- 15.1.1 to determine the policy to be followed in carrying out the objectives of the Company as specified in these Articles. The Board shall further have power to make, maintain, publish and enforce all necessary policies, statements, codes of conduct, codes of ethics, standing orders, bye-laws, rules and regulations in connection with the said objectives and the Sport including the disciplinary rules and procedures
  - 15.1.2 to delegate any of its powers, authorities and discretions, for such time on such terms and subject to such conditions as it thinks fit, to a duly appointed subcommittee, panel, working group consisting of one or more of the directors and one or more other persons (who are not members of the Board), provided that:
    - 15.1.2.1 the members of such subcommittee, panel or working group will elect a director as the chairperson of such subcommittee, panel or working group and such chairperson will have a casting vote;
    - 15.1.2.2 no such subcommittee, panel or working group shall be effective unless the chairperson of such subcommittee, panel or working group is present when it is passed; and
    - 15.1.2.3 the proceedings of any such subcommittee, panel or working group shall be governed by the Articles regulating the proceeding of directors so far as they are capable of applying;
  - 15.1.3 to carry out the objects of the Company excepting such of them as are under these Articles only capable of being dealt with by the Company in General Meeting;
  - 15.1.4 to prohibit any act or practice by Members which in the opinion of the Board are or were detrimental to the interests of the Sport and to deal with any Member disregarding such prohibition in such manner as it may think proper;
  - 15.1.5 to impose penalties and sanctions on Members for misconduct in accordance with the procedures set out in the Rules;
  - 15.1.6 to require the Members and others over whom it may have jurisdiction to accept, comply with and adhere to these Articles and the Rules; and
  - 15.1.7 to nominate representatives to other bodies to represent the Company.

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

16.1 It is intend that directors' meetings shall take place at the Company's registered office or such other location as is agreed by the directors from time to time.

16.2 Any director may call a directors' meeting by giving not less than five Business Days' notice in writing of the meeting (or such lesser notice as all the directors may agree) to all the directors of the Company or by authorising the company secretary (if any) to give such notice, and such notice shall be accompanied by:

16.2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and

16.2.2 copies of any papers to be discussed at the meeting.

## **17 Quorum for directors' meetings**

17.1 Subject to Article 17.2, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors.

17.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 21 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in Article 21.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

17.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

17.3.1 to appoint further directors; or

17.3.2 to call a general meeting so as to enable the Members to appoint further directors.

17.4 A director shall not have power to appoint an alternate director.

## **18 Proceedings of the Board**

18.1 A director may participate in a meeting of the Board by means of conference telephone, video conferencing or other similar communications equipment whereby all the members of the Board participating in the meeting can hear each other and the directors participating in a meeting in this manner shall be deemed to be present in person at such meeting for the purpose of Article 17.1 herein.

18.2 Subject to the provisions of the Articles, the Board may regulate their proceedings as they think fit.

## **19 Unanimous decisions**

19.1 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.

- 19.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 19.3 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.
- 19.4 Where there is only one director that director shall take decisions in the form of resolutions in writing.

## **20 Casting vote**

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson of the Board or other director chairing the meeting shall have a casting vote.

## **21 Directors' conflicts of interest**

- 21.1 The directors may, in accordance with the requirements set out in this Article 21, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an “**Interested Director**”) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 21.2 Any authorisation under this Article 21 shall be effective only if:
- 21.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - 21.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - 21.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director’s vote had not been counted.
- 21.3 Any authorisation of a Conflict under this Article 21 may (whether at the time of giving the authorisation or subsequently):
- 21.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 21.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - 21.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - 21.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 21.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a

director of the company) information that is confidential to a third party, he shall not be obliged to disclose that information to the company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

- 21.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 21.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 21.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 21.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in General Meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 21.7 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 21.8 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 21.7.
- 21.9 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with Article 21.3, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
  - 21.9.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - 21.9.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;



- 21.9.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 21.9.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 21.9.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 21.9.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

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

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **23 President**

- 23.1 In addition to the Board, there shall also be a President of the Company, who shall represent the Company and shall be appointed by the Members at the Annual General Meeting of the Company on an annual basis and upon such conditions as shall be approved by the Board. For the avoidance of doubt, a person may serve as the President of the Company and as a director on the Board concurrently.
- 23.2 Unless the person appointed as President has otherwise been appointed as a director on the Board, the President shall not sit on the Board, but shall be entitled to receive notice of and attend and speak at all meetings of the Board although shall have no right to vote in Board matters.

## **24 Secretary**

The Board may appoint any person who is willing to act as the secretary of the Company for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **25 Rules**

- 25.1 The directors may establish, amend, suspend, enforce and revoke Rules governing matters relating to Company administration that are required from time to time, including, but not limited to:
  - 25.1.1 discipline of Members and directors;

- 25.1.2 rules for competitions;
- 25.1.3 ethical aspects of the Sport;
- 25.1.4 doping control;
- 25.1.5 child and vulnerable adult protection;
- 25.1.6 equal opportunities and anti-discrimination measures; and
- 25.1.7 representative team selection and management,

for the effective operation of the Company and shall be binding on all Members of the Company. If there is a conflict between the terms of these Articles and any Rules, the terms of these Articles shall prevail.

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

- 26.1 Any notice, document or other information shall be in writing and be deemed served on or delivered to the intended recipient:
  - 26.1.1 if properly addressed and sent by prepaid first class post to an address in the United Kingdom, forty eight hours after it was posted;
  - 26.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 26.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - 26.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 26.2 For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.
- 26.3 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## **27 Indemnity and insurance**

- 27.1 Subject to Article 27.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:
  - 27.1.1 each Relevant Officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a

Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- 27.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 27.1.1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure.
- 27.2 This Article 27 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 27.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.