

The Companies Acts 1985 and 2006

Private Company Limited by Guarantee

Articles of Association

of

Lacrosse Scotland (the "Company")

(adopted by a Special Resolution of the Company passed on 18 April 2020)

1 Defined terms and interpretation

1.1 In the Articles, unless the context requires otherwise:

"**Act**" means the Companies Act 2006;

"**Adult Member**" means an Individual Member over eighteen years of age that is not engaged in full time education;

"**Annual General Meeting**" has the meaning given at Article 11.2;

"**Appointed Director**" as the meaning given in Article 23.6;

"**Appointee**" has the meaning given in Article 30.5;

"**Articles**" means the Company's articles of association from time to time;

"**Board**" means the board of Directors from time to time of the Company;

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in Edinburgh and
"**Business Days**" means more than one of them;

"**Chair of the Meeting**" has the meaning given in Article 14;

"**Chairperson**" has the meaning given in Article 23.2.1;

"**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 Members**" means those Group Members who are not School Members and "**Club Member**" means any one of them;

"**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;

"**Director**" means a director of the Company from time to time;

"**Effective Time**" means 00:01am on 1 May in the relevant year;

"**Eligible Director**" has the meaning given in Article 28.3;

"**Finance Director**" has the meaning given in Article 23.2.3;

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

"**Group Members**" has the meaning given at Article 7.1.2.1;

"**Honorary Members**" has the meaning given at Article 7.1.2 and "**Honorary Member**" means any one of them;

"**Individual Members**" has the meaning given at Article 7.1.1 and "**Individual Member**" means any one of them;

"**Individual Supporter Members**" means those Supporter Members who are individuals rather than properly constituted organisations and "**Individual Supporter Member**" means any one of them;

"**Interested Director**" has the meaning given at Article 34;

"**Junior Member**" means an Individual Member under eighteen years of age;

"**Life Member**" has the meaning given at Article 7.1.1;

"**Members**" means the members of the Company from time to time and "**Member**" means any one of them;

"**Membership Year**" means a twelve month period commencing on 1 September to 31 August;

"**Organisational Supporter Members**" means those Supporter Members who are properly constituted organisations rather than individuals and "**Organisational Supporter Member**" means any one of them;

"**President**" means the president of the Company appointed in accordance with Article 39 from time to time;

"**Proxy Notice**" has the meaning given in Article 20;

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

"Relevant Officer" means any person who is or was at any time a Director, secretary or other officer (except an auditor) of the Company;

"Rules" means any rules, regulations, bye-laws, codes of conduct, disciplinary rules, policies, procedure or any other rules of any kind established or adopted by the Board and published by the Company as binding on the Members which shall include the rules of the Sport, rules for the governance of the Company and all rules, regulations, bye-laws, codes of conduct, disciplinary rules, policies, procedure or any other rules of the Company;

"School Members" means those Group Members whose players of the Sport are exclusively pupils of a school in Scotland and **"School Member"** means any one of them;

"Special Resolution" shall have the meaning given in section 283 of the Act;

"Special Term Director" has the meaning given in Article 23.5;

"Sport" means the sport of lacrosse in all its forms;

"Student Member" means an Individual Member over eighteen years of age that is engaged in full time education;

"Supporter Members" has the meaning given at Article 7.1.4 and **"Supporter Member"** means any one of them; and

"Vice-Chairperson" has the meaning given in Article 23.2.2.

- 1.2 The relevant model articles (within the meaning of section 20 of the Act) are excluded.
 - 1.3 Unless the context otherwise requires, other words or expressions contained in the Articles bear the same meaning as in the Act as in force on the date when the Articles become binding on the Company.
 - 1.4 Except where the contrary is stated or the context otherwise requires, any reference in the Articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
 - 1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.
- 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 Liability of Members

6.1 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 it being wound up while they are a Member or within one year after they cease to be a Member, for:

6.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;

6.1.2 payment of the costs, charges and expenses of winding up; and

6.1.3 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:

7.1.1.1 This class of membership shall be open to any individual who participates the Sport and who on application in accordance with Article 8 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 may be accepted by the Company.

7.1.1.2 Adult Members and Student Members shall be entitled to attend, speak and, in accordance with the provisions of Article 17 below, vote at General Meetings of the Company and shall be bound by the provisions of Article 6. A Junior Member shall be entitled to attend General Meetings of the Company, but shall not have the right to speak or vote at such General Meetings. A Junior Member shall not be bound by the provisions of Article 6.

7.1.2 Honorary Members:

7.1.2.1 If so recommended by the Board, the Company in General Meeting may admit any individual who has given outstanding service to the Sport in Scotland as an Honorary Member.

7.1.2.2 An Honorary Member shall be entitled to attend and speak at General Meetings of the Company. An Honorary Member shall not be bound by the provisions of Article 6 nor shall they be entitled to vote at any General Meeting of the Company.

7.1.3 Group Members:

7.1.3.1 This class of membership shall be open to any properly constituted lacrosse clubs in Scotland (as determined by the Board in accordance with the Rules) or any schools who participate in the Sport, and who on application in accordance with Article 8 may be accepted into this class of membership either as a Club Member or a School Member.

7.1.3.2 All Club Members shall maintain a full and comprehensive list of all registered members of that club and shall make such information available to the Company for inspection as may reasonably be required and any Club Member not complying with this Article 7.1.3.2 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

7.1.3.3 A Group Member shall be entitled to send one nominated representative, in accordance with Article 17.5, to attend General Meetings of the Company, such representative having the right to speak and the right to vote at General Meetings in accordance with the provisions of Article 17 below. A Group Member shall be bound by the provisions of Article 6.

7.1.4 Supporter Members:

7.1.4.1 This class of membership shall be open to any individual or any properly constituted organisation who supports the Sport and who on application in accordance with Article 8 may be accepted into this category of membership either as an Individual Supporter Member or an Organisational Supporter Member.

7.1.4.2 An Individual Supporter Member shall be entitled to attend and speak at General Meetings of the Company. An Organisational Supporter Member shall be entitled to send one nominated representative, in accordance with Article 17.5, to attend and speak at General Meetings of the Company. A Supporter Member shall not be bound by the provisions of Article 6 nor shall they be entitled to vote at any General Meeting of the Company.

8 Applications for membership

- 8.1 Any applicant wishing to become an Individual Member, a Group Member or a Supporter Member of the Company shall be required to complete an application form in the format provided by the Company, as determined and published by the Board from time to time. An application from any properly constituted lacrosse club wishing to become a Club Member or any properly constituted organisation wishing to become a Supporter Member, shall require to be signed a senior member or an office bearer of that club or organisation and shall be accompanied by a copy of the club or organisation's constitution and a list of its office bearers. An application from any school who participates in the Sport wishing to become a School Member shall require to be signed by a senior member of staff of that school.
- 8.2 In submitting the application form to the Company, the applicant shall include payment of the appropriate subscription fee and agrees (and where the form is submitted on behalf of a club or an organisation, all the members of such club or organisation shall be deemed to be agree) to:
- 8.2.1 be bound by the terms of the Articles;
 - 8.2.2 be bound by the terms of the Rules;
 - 8.2.3 accept the policies, rules and conditions in relation to membership; and
 - 8.2.4 pay any future subscription fees applicable to that class of membership.
- 8.3 The Board may delegate responsibility for day to day decisions on the acceptance of applications for membership to a sub-committee of the Board constituted for that purpose.
- 8.4 The Board shall arrange for the details of each Individual Member, Honorary Member, Group Member and Supporter Member to be entered into the Company's Register of Members.

9 **Annual subscription**

- 9.1 The Board shall fix the annual subscription fees payable by, and the benefits attaching to, each class of Member each year and following such determination, the Board shall notify the Members of any change to such annual subscription fees and/or benefits provided.
- 9.2 The Board shall be entitled, within the Rules, to create different and/or multiple categories or packages of benefits for each class of membership and to set different annual subscription fees payable by each class of membership. The choice of category or package of benefits selected shall not prejudice the rights and obligations of each Member otherwise set out in these Articles.
- 9.3 All Members, other than Life Members and Honorary Members, must 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 on or prior to the due date:

- 9.3.1 will result in that defaulting Member's applicable rights and privileges of membership being, subject to the provisions of Article 9.3.2, automatically suspended until such fees have been paid in full; and
- 9.3.2 may result in the membership of the defaulting Member being terminated in accordance with Article 10.

10 Termination and suspension of membership

- 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 by giving seven days' notice. Subscription fees for the full year in which the Member retires or resigns shall not be refunded.
- 10.2 Membership is not transferable and when a Member, who is a 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 or ceases to exist, that Member's membership shall automatically terminate.
- 10.3 In accordance with the Rules, the Company may terminate or suspend the membership of any Member, without that Member's consent by giving it written notice, if in the reasonable opinion of the Company, the Member:
- 10.3.1 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/or Directors into disrepute;
- 10.3.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole;
- 10.3.3 has failed to observe the terms of these Articles and/or the Rules; and/or
- 10.3.4 has failed to pay its annual subscription fee after six months following the date it becomes due.
- 10.4 Any notice to a Member in accordance with Article 10.3 must give the Member the opportunity to be heard in writing or in person as to why its membership should not be terminated or suspended. The Company, in accordance with the Rules, must consider any representations made by the Member and inform the Member of the decision. In accordance with the Rules, a Member shall have a right to appeal a decision to terminate or suspend its membership.
- 10.5 Any Member whose membership is terminated or suspended in accordance with either Article 10.2 or Articles 10.3 shall not be entitled to a refund of any annual subscription fees and shall remain liable to pay to the Company any sum owed by it.
- 10.6 Following retiral, resignation or termination of membership, the Board shall arrange for such Member to be removed from the Register of Members.

11 General Meetings

- 11.1 The Board may convene a General Meeting whenever it thinks fit and shall, in accordance with section 303 of the Act, convene a General Meeting upon receipt of a written requisition from Members who represent at least 5% of the total voting rights of all the Members having a right to vote at General Meetings. A General Meeting convened in accordance with section 303 of the Act shall be notified to the Members within 21 days of the receipt of the requisition, with the General Meeting held within 42 days of the receipt of the requisition.
- 11.2 The Company shall within every calendar year hold a General Meeting known as its Annual General Meeting ("**Annual General Meeting**") at such time and place as the Board shall determine.
- 11.3 Except in relation to an Annual General Meeting, the 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 date of the General Meeting.
- 11.4 Notice of the Annual General Meeting shall include:
- 11.4.1 the date, time and place of the meeting;
 - 11.4.2 details of any person recommended by the Board or nominated by the Members to sit on the Board (if any) and if required by Article 23.3 each candidate's curriculum vitae; and
 - 11.4.3 any resolution proposed by the Board or a Member (if any).
- Such meeting notice shall be sent to all Members and the Board at least fourteen Clear Days prior to the date of 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 with the notice calling the Annual General Meeting.
- 11.5 The business of the Annual General Meeting shall be:
- 11.5.1 to receive the report of the Board and the financial statements;
 - 11.5.2 to elect or re-elect Directors and the auditor of the Company if appropriate, for the ensuing year;
 - 11.5.3 to fix the rate of the annual subscription fees payable by the Members to the Company;
 - 11.5.4 to consider resolutions of which due notice has been given; and
 - 11.5.5 any other competent business.

11.6 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.

12 **Attendance and speaking at General Meetings**

12.1 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.

12.2 A person is able to exercise the right to vote at a General Meeting when:

12.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

12.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

12.3 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.

12.4 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.

12.5 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.

13 **Quorum for General Meetings**

13.1 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.

13.2 Except as otherwise provided for in the Articles, Members representing at least forty votes 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.

14 **Chairing General Meetings**

14.1 If a Chairperson is appointed, the Chairperson shall chair any General Meetings if present and willing to do so.

14.2 If a Chairperson is not appointed, or if the Chairperson is unwilling or unable to chair a General Meeting or is not present within ten minutes of the time at which a General Meeting was due to start, the Directors present at such General Meeting must appoint a Director to chair the meeting, and the appointment of the Chair of the Meeting must be the first business of the General Meeting.

14.3 The person chairing a General Meeting in accordance with this Article 14 is referred to as the "**Chair of the Meeting**".

15 Attendance and speaking by Directors and non-Members

15.1 Directors may attend and speak at General Meetings, whether or not they are Members.

15.2 The Chair of the Meeting may permit other persons who are not:

15.2.1 Members, or

15.2.2 otherwise entitled to exercise the rights of Members in relation to General Meetings,

to attend and speak at a General Meeting.

16 Adjournment

16.1 If after thirty minutes from the time appointed for the General Meeting there is no quorum present or if during a General Meeting a quorum ceases to be present, if the General Meeting was convened by the Members, the General Meeting shall be dissolved and, in any other case, the Chair of the Meeting must adjourn it. At the continuation of the adjourned 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.

16.2 The Chair of the Meeting may adjourn a General Meeting at which a quorum is present if:

16.2.1 the Members present and entitled to vote at such General Meeting consent to an adjournment, or

16.2.2 it appears to the Chair of the Meeting that an adjournment is necessary to protect the safety of any person attending the General Meeting or ensure that the business of the General Meeting is conducted in an orderly manner.

16.3 The Chair of the Meeting must adjourn a General Meeting if directed to do so by the Members present and entitled to vote at such General Meeting.

16.4 When adjourning a General Meeting, the Chair of the Meeting must:

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

16.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the Members present at such General Meeting.

16.5 If the continuation of an adjourned General Meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- 16.5.1 to the same persons to whom notice of the Company's General Meetings is required to be given, and
- 16.5.2 containing the same information which such notice is required to contain.
- 16.6 No business may be transacted at an adjourned General Meeting which could not properly have been transacted at the General Meeting if the adjournment had not taken place.
- 17 **Voting: general**
- 17.1 Each Adult Member and Student Member shall be entitled to one vote.
- 17.2 Neither Supporter Members nor Honorary Members shall have a vote in either capacity, provided that at all times that where an Individual Supporter Member or an Honorary Member is also an Adult Member or a Student Member, such Individual Supporter Member or Honorary Member shall be entitled to vote in their capacity as an Adult Member or a Student Member (as the case may be).
- 17.3 Each School Member shall be entitled to one vote for every hundred pupils at their establishment playing the Sport (except for School Members which play pop lacrosse only who shall be entitled to a maximum of one vote). Each Club Member shall be entitled to one vote for every five registered members of their club. The number of votes that can be exercised by each Group Member shall be calculated with reference to, in the case of School Members, the number of pupils at their establishment/club playing the Sport, and, in the case of Club Members, the number of registered members of their club, as at the date on which notice of the General Meeting is given or the circulation date of the written resolution (as the case may be).
- 17.4 A Group Member may exercise its voting rights at a General Meeting through a nominated representative provided that the maximum number of votes that may be cast by or on behalf of a Group Member at a General Meeting may not exceed the number of votes that it is entitled to cast in accordance with Article 17.3 **Error! Reference source not found..**
- 17.5 A nominated representative attending a General Meeting of the Company on behalf of a Group Member or an Organisational Supporter Member shall produce to the Company at the relevant General Meeting an original or certified copy of the resolution of that Group Member or Organisational Supporter Member, or a letter on the Group Member's or Organisational Supporter Member's letterhead, confirming the appointment of the representative for such General Meeting, such Board resolution or letter having been signed by an senior member or an office bearer of such Group Member or Organisational Supporter Member (as the case may be). Group Members who do not intend to be represented by a nominated representative at a General Meeting may, subject to the provisions of the Act, appoint one or more duly appointed proxies.
- 17.6 On a poll taken at a General Meeting, a Group Member entitled to more than one vote need not use all their votes or cast all the votes it chooses to cast in the same way.
- 17.7 All matters requiring a vote at a General Meeting, other than any requiring a Special Resolution, shall be decided by a simple majority vote.

- 17.8 A resolution put to the vote of a General Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. In the case of a poll, account shall be taken of the voting provisions of Articles 17.1 and 17.3 and the provisions of Article 19.
- 17.9 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 Articles 17.1 and 17.3, 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 Articles 17.1 and 17.3 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.

18 **Errors and disputes**

- 18.1 No objection may be raised to the qualification of any person voting at a General Meeting except at such General Meeting or adjourned General Meeting at which the vote objected to is tendered, and every vote not disallowed at the General Meeting is valid.
- 18.2 Any such objection must be referred to the Chair of the Meeting, whose decision is final.

19 **Poll votes**

- 19.1 A poll on a resolution may be demanded:
- 19.1.1 in advance of the General Meeting where it is to be put to the vote, or
 - 19.1.2 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.
- 19.2 A poll on a resolution may be demanded by:
- 19.2.1 the Chair of the Meeting;
 - 19.2.2 the Directors;
 - 19.2.3 any qualifying person (as defined in section 318 of the Act) present and entitled to vote on the resolution.
- 19.3 A demand for a poll may be withdrawn if:
- 19.3.1 the poll has not yet been taken, and
 - 19.3.2 the Chair of the Meeting consents to the withdrawal.
- 19.4 A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 19.5 Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

20 **Content of Proxy Notices**

- 20.1 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:
- 20.1.1 states the name and address of the Member appointing the proxy;
 - 20.1.2 identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
 - 20.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 20.1.4 is delivered to the Company in accordance with the Articles, not less than 48 hours before the time appointed for holding the General Meeting in relation to which the proxy is appointed, and in accordance with any instructions contained in the notice of the General Meeting to which they relate (but notwithstanding this, an appointment of a proxy may be accepted by the Directors at any time prior to the General Meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the General Meeting, but not taken forthwith, at any time prior to the taking of the poll)).
- 20.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 20.3 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, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.
- 20.4 On a vote on a resolution on a show of hands at a General Meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one Member entitled to vote on the resolution and:
- 20.4.1 has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it, or
 - 20.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolution
- the proxy is entitled to one vote for and one vote against the resolution.
- 20.5 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 20.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the General Meeting, and
 - 20.5.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the General Meeting itself.

21 **Delivery of Proxy Notices**

- 21.1 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 General 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.
- 21.2 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.
- 21.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned General Meeting to which it relates.
- 21.4 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.

22 **Amendments to resolutions**

- 22.1 An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if:
- 22.1.1 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 General Meeting is to take place (or such later time as the Chair of the Meeting may determine), and
 - 22.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.
- 22.2 A Special Resolution to be proposed at a General Meeting may be amended by ordinary resolution if:
- 22.2.1 the Chair of the Meeting proposes the amendment at the General Meeting at which the resolution is to be proposed, and
 - 22.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 22.3 If the Chair of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is or is not out of order, the Chair of the Meeting's error does not invalidate the vote on that resolution.

23 **The Board**

- 23.1 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 shall not be more than ten but shall not be less than three.

- 23.2 Unless otherwise determined by ordinary resolution, the Board shall include Directors holding the following positions:
- 23.2.1 a chairperson of the Board (the "**Chairperson**");
 - 23.2.2 a vice-chairperson of the Board (the "**Vice-Chairperson**");
 - 23.2.3 a finance director (the "**Finance Director**"); and
 - 23.2.4 up to seven general Directors each having responsibility for such portfolio determined by the Board from time to time.
- 23.3 Subject to the provisions of Article 23.6, no person shall be appointed or re-appointed as a Director at any General Meeting unless:
- 23.3.1 that person is recommended by the Board or 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 entitled to vote at the General Meeting (other than the person proposed) of its 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:
 - 23.3.1.1 their willingness to be appointed or re-appointed; and
 - 23.3.1.2 that there are no circumstances, personal or otherwise, precluding that person from being appointed as a Director of the Company;
 - 23.3.2 in the event of only one nomination being received for a vacant position on the Board that nominee shall be elected if at least a majority of the Members' properly recorded votes cast at the General Meeting are in favour of that sole candidate's election;
 - 23.3.3 if there are two candidates for one position on the Board, the Board shall issue with the notice of General Meeting the list of candidates and provide details of each candidate's curriculum vitae. At the General Meeting the candidate that shall be elected will be the one for whom at least a majority of the Members' properly recorded votes cast are in favour of;
 - 23.3.4 if there are three or more candidates for one position on the Board, the Board shall issue with the notice of General Meeting the list of candidates and provide details of each candidate's curriculum vitae. At the General Meeting the Members will vote in favour of their preferred candidate for the vacant office. If one candidate receives a majority of the properly recorded votes cast by the Members that candidate shall be elected. If none of the candidates receive a majority of the Members' properly recorded votes cast at the General Meeting, the candidate with the lowest number of votes shall step aside and following that a further ballot will be held in respect of the remaining candidates for the vacant office. If one candidate receives a majority of the properly recorded votes cast by

the Members following the second vote that candidate shall be elected. If none of the candidates receive a majority of the Members' properly recorded votes cast in the second vote, the candidate with the lowest number of votes shall step aside. This process will continue until one candidate receives a majority of the Members' properly recorded votes cast and that candidate shall be elected to the vacant office; and

- 23.3.5 if there are multiple Directors to be appointed at the General Meeting, there shall be a separate vote in accordance with Articles 23.3.2, 23.3.3 and 23.3.4 in respect of each vacant office.
- 23.4 Directors elected in accordance with Article 23.3 shall, subject to Article 23.5 and Article 38, hold office:
- 23.4.1 with effect from the Effective Time which falls immediately after the General Meeting at which the relevant Director was first elected;
- 23.4.2 subject to Article 23.4.3, for a two year term and such Director shall be deemed to retire at the Effective Time which falls on the second anniversary of the relevant Director taking office pursuant to Article 23.4.1; and
- 23.4.3 providing such Director is willing to act, for a further two year term and, subject at all times to such re-election for a further two year term being approved by the Members in accordance with Article 23.3 at a General Meeting held prior to the expiry of that Director's initial two year term, such Director shall be deemed to retire from office at the Effective Time which falls on the fourth anniversary of the relevant Director taking office pursuant to Article 23.4.1,.
- 23.5 Notwithstanding the provisions of Article 23.4, the Board may determine from time to time prior to advertising a vacancy or upcoming vacancy on the Board that the person elected to such office in accordance with Article 23.3 shall be a "**Special Term Director**". A Special Term Director shall, subject to Article 38, hold office with effect from the Effective Time which falls immediately after the General Meeting at which the Special Term Director was first elected, for a one year term and such Special Term Director shall be deemed to retire at the Effective Time which falls on the first anniversary of the Special Term Director taking office. A person shall not be eligible to be elected as a Special Term Director if their appointment as a Special Term Director would be continuous with that person having served a two year term of office as a Director. A Special Term Director shall be eligible to be elected as a Director of the Company in accordance with the provisions of Article 23.3 at the first Annual General Meeting of the Company held following the election of the Special Term Director, notwithstanding that the period of time in which the Special Term Director served as a Director shall not be counted towards their continuous term of office for the purposes of Article 23.4.
- 23.6 Subject to these Articles, the Board shall have power at any time to appoint any person who is willing to act as a Director (an "**Appointed Director**"), either to fill a vacancy or as an addition to the existing Board, for instance where specialist knowledge is required providing that at all times the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. An Appointed Director shall be deemed to

retire at the Effective Time which falls immediately after the first Annual General Meeting of the Company following such Appointed Director's appointment by the Board. An Appointed Director shall be eligible to be elected as a Director of the Company in accordance with the provisions of Article 23.3 at the first Annual General Meeting of the Company held following such Appointed Director's appointment by the Board, notwithstanding that the period of time in which the Appointed Director served as a Director shall not be counted towards their continuous term of office for the purposes of Article 23.4.

23.7 A Director serving the maximum continuous term in accordance with Article 23.4 shall not be eligible to be appointed or elected as a Director of the Company for a period of twelve months from them ceasing to be a Director.

24 **Directors' general authority**

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.

25 **Members' reserve power**

25.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

25.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

26 **Directors may delegate**

- 26.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles to such duly appointed person, committee, panel or working group by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions as they think fit.
- 26.2 The power to delegate shall be effective in relation to the powers, authorities and discretions of the Directors generally and shall not be limited by the fact that in certain of the Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Directors or by a committee authorised by the Directors.
- 26.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 26.4 A duly appointed committee, panel or working group shall consist of one or more of the Directors and one or more other persons (who are not members of the Board), provided that:
- 26.4.1 the members of such committee, panel or working group will elect a Director as the chairperson of such committee, panel or working group and such chairperson will have a casting vote;
 - 26.4.2 no such decision of a committee, panel or working group shall be effective unless the chairperson of such committee, panel or working group is present when it is passed; and
 - 26.4.3 the proceedings of any such committee, panel or working group shall be governed by the Articles regulating the proceeding of Directors so far as they are capable of applying, notwithstanding that the Board may make rules of procedure for all or any committees, panels or working groups, which prevail over rules derived from the Articles if they are not consistent with them.
- 26.5 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

27 **Directors to take decisions collectively**

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 28.

28 **Unanimous decisions**

- 28.1 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.
- 28.2 Such a decision may take the form of a resolution in writing signed by each Eligible Director (whether or not each signs the same document) or to which each Eligible Director has otherwise indicated agreement in writing.

- 28.3 References in the Articles 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 (but excluding, in relation to the authorisation of a Conflict pursuant to Article 34, any Director whose vote is not to be counted in respect of that particular matter).
- 28.4 A decision may not be taken in accordance with this Article 28 if the Eligible Directors would not have formed a quorum at such a meeting.

29 **Calling a Directors' meeting**

- 29.1 Any Director may call a Directors' meeting by giving not less than five Business Days' notice of the meeting to the Directors and, if relevant, any Appointee(s) or by authorising the company secretary (if any) to give such notice.
- 29.2 Notice of any Directors' meeting must indicate:
- 29.2.1 its proposed date and time;
 - 29.2.2 where it is to take place
 - 29.2.3 an agenda specifying in reasonable detail the matters to be discussed at the meeting; and
 - 29.2.4 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.
- 29.3 Notice of a Directors' meeting need not be in writing and subject to Article 29.4, must be given to each Director.
- 29.4 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 seven days after 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.

30 **Participation in Directors' meetings**

- 30.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when
- 30.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 30.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 30.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 30.3 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.
- 30.4 Any President, appointed in accordance with Article 39.2 from time to time, may, at the discretion of the Board, be invited to attend and speak at a Directors' meeting, but such President shall have no right to vote on decisions of the Board.
- 30.5 Any person elected to be a Director in accordance with the provisions of Article 23.3 from time to time but who has not yet taken office as a Director (an "**Appointee**"), may, at the discretion of the Board, be invited during the period between

close of the General Meeting at which the relevant Appointee was elected as a Director until the next Effective Time to attend and speak at any Directors' meeting held in that period, but such an Appointee shall have no right to vote on decisions of the Board.

31 **Quorum for Directors' meetings**

31.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

31.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed it is two Eligible Directors provided that for the purposes of any meeting held pursuant to Article 34 to authorise a Conflict, if there is only one Director besides the Director concerned and Directors with a similar interest, the quorum shall be one.

31.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

31.3.1 to appoint further Directors; or

31.3.2 to call a General Meeting so as to enable the Members to appoint further Directors.

32 **Chairing of Directors' meetings**

32.1 If a Chairperson is appointed, the Chairperson shall chair any meetings of the Directors if present and willing to do so.

32.2 If a Chairperson is not appointed, or if the Chairperson is unwilling or is not participating in the meeting of the Directors or is not present within ten minutes of the time at which the meeting was due to start, the Directors present at such meeting must appoint one of themselves to chair it, and the appointment of the chair must be the first business of the meeting.

33 **Casting vote**

33.1 Subject to Article 33.2, if the numbers of votes for and against a proposal are equal, the Chairperson or other Director chairing the meeting of the Directors has a casting vote.

33.2 If in accordance with the Articles, the Chairperson or other Director chairing the meeting of the Directors is not to be counted as participating in the decision-making process for quorum or voting purposes, the Chairperson or other Director chairing the meeting shall not have a casting vote.

34 **Directors' conflicts of interest**

34.1 The Directors may, in accordance with the requirements set out in this Article 34, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching their duty under section 175 of the Act to avoid conflicts of interest.

- 34.2 Any authorisation under this Article 34 shall be effective only if:
- 34.2.1 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;
 - 34.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 34.2.3 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.
- 34.3 Any authorisation of a Conflict under this Article 34 may (whether at the time of giving the authorisation or subsequently):
- 34.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 34.3.2 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;
 - 34.3.3 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;
 - 34.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 34.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director of the Company) information that is confidential to a third party, the Interested Director 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
 - 34.3.6 permit the Interested Director to absent itself 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.
- 34.4 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct them self in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 34.5 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.

- 34.6 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 that Directors 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.
- 34.7 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 their interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 34.8 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 their 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 34.7.
- 34.9 Subject, where applicable, to any terms and conditions imposed by the Directors in accordance with Article 34.3, and provided a Director has declared the nature and extent of their 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:
- 34.9.1 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;
 - 34.9.2 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 that Director is interested;
 - 34.9.3 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 that Director is interested;
 - 34.9.4 may act by themselves or through their firm in a professional capacity for the Company (otherwise than as auditor) and that Director or their firm shall be entitled to remuneration for professional services as if that Director were not a Director;
 - 34.9.5 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
 - 34.9.6 shall not, save as the Director may otherwise agree, be accountable to the Company for any benefit which that Director (or a person connected with it (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 the duty under section 176 of the Act.

35 Records of decisions to be kept

The Directors must ensure that the Company keeps a record, in hard copy form (in accordance with section 1168 of the Act), for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

36 Directors' discretion to make further rules

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.

37 Directors' expenses

37.1 The Company may pay any reasonable expenses which the Directors (and any company secretary) properly incur in connection with their attendance at:

37.1.1 meetings of Directors or committees of Directors; or

37.1.2 General Meetings,

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

38 Termination of Director's appointment

38.1 A person ceases to be a Director as soon as:

38.1.1 that person ceases to be a Director by virtue of any provision of the Act, these Articles or is prohibited from being a Director by law;

38.1.2 a bankruptcy order (or any other analogous individual insolvency proceedings) is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts;

38.1.3 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;

38.1.4 for more than three consecutive months that person has 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;

- 38.1.5 the other Directors unanimously decide to remove that Director, for any reason and at their discretion;
 - 38.1.6 the Members in accordance with the Act pass an ordinary resolution to remove a Director, for any reason;
 - 38.1.7 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; or
 - 38.1.8 they are otherwise duly removed from office.
- 38.2 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.
- 38.3 If the office of a Director is vacated for any reason that Director shall cease to be a member of any committee, panel or working group convened by the Board.

39 **President**

- 39.1 The Company may also, from time to time, have a President, who shall represent the Company in accordance with the remit set by the Board from time to time. For the avoidance of doubt, the President shall not be a Director of the Company and shall have no authority to bind the Company, unless the Board determine otherwise.
- 39.2 No person shall be appointed as the President at any General Meeting unless:
- 39.2.1 that person is recommended by the Board and 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 entitled to vote at the General Meeting (other than the person proposed) of its intention to propose a resolution for the appointment of that person as President, such notice having been signed by that person to confirm:
 - 39.2.1.1 their willingness to be appointed; and
 - 39.2.1.2 that there are no circumstances, personal or otherwise, precluding that person from being appointed as the President;
 - 39.2.2 in the event of only one nomination being received for the office of President that nominee shall be elected if at least a majority of the Members' properly recorded votes cast at the General Meeting are in favour of that sole candidate's election;
 - 39.2.3 if there are two candidates nominated for the office of President, the Board shall issue with the notice of General Meeting the list of candidates and provide details of each candidate's curriculum vitae. At the General Meeting the candidate that shall be elected will be the one for whom at least a majority of the Members' properly recorded votes cast are in favour of; and

- 39.2.4 if there are three or more candidates nominated for the office of President, the Board shall issue with the notice of General Meeting the list of candidates and provide details of each candidate's curriculum vitae. At the General Meeting the Members will vote in favour of their preferred candidate for the office of President. If one candidate receives a majority of the properly recorded votes cast by the Members that candidate shall be elected. If none of the candidates receive a majority of the Members' properly recorded votes cast at the General Meeting, the candidate with the lowest number of votes shall step aside and following that a further ballot will be held in respect of the remaining candidates for the office of President. If one candidate receives a majority of the properly recorded votes cast by the Members following the second vote that candidate shall be elected. If none of the candidates receive a majority of the Members' properly recorded votes cast in the second vote, the candidate with the lowest number of votes shall step aside. This process will continue until one candidate receives a majority of the Members' properly recorded votes cast and that candidate shall be elected to the office of President.
- 39.3 For the avoidance of doubt, a person may serve as the President of the Company and as a Director on the Board concurrently.
- 39.4 The President, elected in accordance with Article 39.2 shall, subject to Article 39.5, hold office for a fixed one year term commencing from close of the General Meeting at which the President was elected.
- 39.5 A person ceases to be the President as soon as:
- 39.5.1 a bankruptcy order (or any other analogous individual insolvency proceedings) is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 39.5.2 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 the President and may remain so for more than three months;
- 39.5.3 the Board unanimously decide to remove the President for any reason and at their discretion;
- 39.5.4 the Members pass an ordinary resolution to remove the President for any reason;
or
- 39.5.5 notification is received by the Company from the President that the President is resigning from office, and such resignation has taken effect in accordance with its terms.
- 39.6 Any person who becomes ineligible to hold a position as the President, for any reason, must immediately inform the Company of this event and forthwith vacate their position as the President of the Company.

- 39.7 If the office of the President is vacated for any reason that person shall also cease to be a member of any committee, panel or working group convened by the Board but only where that person was a member of such committee, panel or working group by reason of being the President.
- 39.8 Unless the person appointed as President has otherwise been appointed as a Director on the Board in accordance with Article 23.3 or Article 23.6, the President shall not sit on the Board and shall only be entitled to participate in meetings of the Directors in accordance with the terms of Article 30.4.

40 **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 Act 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 Except insofar as the Act requires otherwise, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the Directors think fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.

40.3 In the case of a Member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the Articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the Company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.

40.4 A Member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to them shall be entitled to have such things served on or delivered to them at that address (in the manner referred to above), but otherwise no such Member shall be entitled to receive any notice, document or other information from the Company.

40.5 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.

40.6 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.

41 **Deemed delivery of documents and information**

41.1 Any document or information sent or supplied by the Company shall be deemed to have been received by the intended recipient:

41.1.1 where the document or information is properly addressed and sent by prepaid first class post to an address in the United Kingdom, 48 hours after posting;

41.1.2 where the document or information is delivered personally or left at the intended recipient's address, on the day (whether or not a Business Day) and time that it was delivered or left at the recipient's address;

41.1.3 where the document or information is properly addressed and sent or supplied by electronic means, on receipt by the sender of a successful delivery return email or receipt or similar; and

41.1.4 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material is available on the website.

41.2 For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.

41.3 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.

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

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.

43 **Secretary**

Subject to the Act, the Directors may appoint a company secretary (or two or more persons as joint secretary) for such term and upon such conditions as the Directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the Directors.

44 **Rules**

44.1 The Directors may establish, publish and enforce Rules governing matters relating to Company administration that are required from time to time, including, but not limited to:

44.1.1 discipline of Members and Directors;

44.1.2 rules for competitions;

44.1.3 ethical aspects of the Sport;

44.1.4 doping control;

44.1.5 child and vulnerable adult protection;

44.1.6 equal opportunities and anti-discrimination measures; and

44.1.7 representative team selection and management,

for the effective operation of the Company and shall be binding on all Members of the Company.

- 44.2 All Rules, other than those relating to the eligibility criteria for the national team of Sport, may be amended, suspended or revoked by the Board from time to time. The Rules relating to the eligibility criteria for the national team of Sport may only be amended, suspended or revoked if approved by way of ordinary resolution by the Members entitled to vote.
- 44.3 If there is a conflict between the terms of these Articles and any Rules, the terms of these Articles shall prevail.
- 45 **Indemnity and insurance**
- 45.1 Subject to Article 45.2 (but without prejudice to any indemnity which a Relevant Officer is otherwise entitled):
- 45.1.1 a Relevant Officer may be indemnified out of the Company's assets to whatever extent the Directors may determine against:
- 45.1.1.1 any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;
- 45.1.1.2 any other liability incurred by that officer as an officer of the Company;
and
- 45.1.2 the Company may, to whatever extent the Directors may determine, provide funds to meet expenditure incurred or to be incurred by a Relevant Officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the Relevant Officer to avoid incurring such expenditure.
- 45.2 This Article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 45.3 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.