

**THE COMPANIES ACT 2006**

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**A Company Limited by Guarantee and  
Not having a Share Capital**

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**Articles of Association**

**THE WELSH SPORTS ASSOCIATION LTD**

Company Registration No: 05835990

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Incorporation date 2 June 2006

New articles adopted at a General Meeting of the membership  
(date / month / year)

## INDEX TO THE ARTICLES

### PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms
2. Objects
3. Liability of Full Members

### PART 2 DIRECTORS DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority
5. Full Members' reserve power
6. Directors may delegate
7. Committees

#### DECISION-MAKING BY DIRECTORS

8. Directors to take decisions collectively
9. Unanimous decisions
10. Calling a Directors' meeting
11. Participation in Directors' meetings
12. Quorum for Directors' meetings
13. Chairing of Directors' meetings
14. Casting vote
15. Transactions or other arrangements with the Company
16. Directors' Conflicts of interest
17. Non-disclosure of Conflict of Interests – Sanctions
18. Records of decisions to be kept
19. Directors' discretion to make further rules

#### APPOINTMENT OF DIRECTORS

20. Methods of appointing Directors
21. Termination of Director's appointment
22. Directors' remuneration
23. Directors' expenses

### PART 3 MEMBERS BECOMING AND CEASING TO BE A MEMBER

24. Applications for Membership
25. Termination of Membership

## ORGANISATION OF GENERAL MEETINGS

26. Attendance and speaking at general meetings
27. Quorum for general meetings
28. Chairing general meetings
29. Attendance and speaking by Associate Members
30. Adjournment

## VOTING AT GENERAL MEETINGS

31. Voting: general
32. Errors and disputes
33. Poll votes
34. Content of proxy notices
35. Delivery of proxy notices
36. Amendments to resolutions

## PART 4 ADMINISTRATIVE ARRANGEMENTS

37. The Company Secretary
38. Means of communication to be used
39. No right to inspect accounts and other records
40. Provision for employees on cessation of business

## DIRECTORS' INDEMNITY AND INSURANCE

41. Indemnity
42. Insurance
43. Not for Profit
44. Dissolution

## PART 1

### INTERPRETATION AND LIMITATION OF LIABILITY

#### 1. Defined terms

In these presents the words hereinafter mentioned shall have the following meanings if not inconsistent with the subject or context and other words or phrases shall have the meanings assigned to them under company law where the context so permits

**"Articles"** means these Articles of Association;

**"Annual General Meeting"** has the meaning given in Article 26.1;

**"Associate Member"** means any organisation that becomes an Associate Member under Article 24. Associate Members are not members for company law purposes;

**"bankruptcy"** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**"Board"** means the Board of Directors for the time being of the Company;

**"Byelaws"** means byelaws agreed by the Directors to deal with, or explain particular circumstances relating to the Company;

**"Chair"** means the Chairman for the time being of the Company;

**"Chairman of the meeting"** has the meaning given in Article 28;

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

**"Company"** means The Welsh Sports Association Ltd, Company Registration No: 05835990;

**"Company Secretary"** means the company secretary for the time being of the Company;

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

**"Director Evaluation"** means the process by which individual Directors and the Board as a whole is appraised;

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

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

**"Full Member"** means a member of the Company for the purposes of company law;

**"General Meeting"** is a meeting of the Full Members called at the request of the Directors or upon receipt by the Company of a requisition to call such a meeting signed by not less than 25 Full Members;

**"Independent Director"** means an individual appointed from time to time pursuant to these Articles to serve on the Board in an independent capacity and who does not hold, or has not held within the last two years, any office, position or appointment within a NGB. Any question of the "independence" of any

individual for these purposes shall be determined by the Board in their absolute discretion;

**"NGB"** means an organisation that governs a sport or recreational activity on a national scale in Wales;

**"Nominated Representative"** means a person over the age of eighteen nominated by a Full Member to attend and vote on its behalf at Company meetings;

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

**"participate"** in relation to a Directors' meeting has the meaning given in Article 11;

**"proxy notice"** has the meaning given in Article 34;

**"regulations"** means regulations made by the Company for the purpose of regulating its activities and that of its members;

**"rules"** means the rules of the Company in force at any time;

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

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

**"Unaffiliated Organisation"** means a legally constituted not-for-profit body which is involved with sport or active recreation in Wales that is not affiliated to a NGB;

**"Vice Chair"** means the vice chair for the time being of the Company if one is appointed by the Directors;

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

Words importing the singular number only shall include the plural number and vice versa. Words importing persons shall include companies or other bodies whether incorporated or unincorporated.

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

The provisions of Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company and these Articles shall apply instead.

## **2. Objects**

The objects for which the Company is established are:

- 2.1. to lead advocacy, as the independent collective voice of our member organisations on all matters of interest, concern or public policy relating to sport and active recreation;
- 2.2. to act as an effective independent consultative body to the Welsh Government, Sports Wales, UK Sport and any other relevant bodies which regard to sports and active recreation in Wales;
- 2.3. to build capacity by providing professional support, training and development opportunities for our member organisations;
- 2.4. to develop resilience by providing mechanisms to support the financial and organisational stability of our member organisations;
- 2.5. to develop commercial operations and activities of any nature, to support the furtherance of our objectives;
- 2.6. to do all other things that are incidental or conducive to the attainment of our objectives.

## **3. Liability of Full Members**

- 3.1. The liability of each Full Member is limited to £1, being the amount that each Full Member undertakes to contribute to the assets of the Company in the event of it being wound up while a Full Member or within one year after ceasing to be a Full Member, for:-
  - 3.1.1. payment of the Company's debts and liabilities contracted before ceasing to be a Full Member;
  - 3.1.2. payment of the costs, charges and expenses of winding up; and
  - 3.1.3. the adjustment of the rights of the contributories amongst themselves.

## PART 2

### DIRECTORS

#### DIRECTORS' POWERS AND RESPONSIBILITIES

## **4. 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.

## **5. Full Members' reserve power**

The Full Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

## **6. Directors may delegate**

- 6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles;-
  - 6.1.1. to such person or committee;
  - 6.1.2. by such means (including by power of attorney);
  - 6.1.3. to such an extent;
  - 6.1.4. in relation to such matters or territories; and
  - 6.1.5. on such terms and conditions as they think fit.
- 6.2. If the Directors so specify, any such delegation may authorize further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7. Committees**

- 7.1. Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 7.2. The Directors may make rules of procedure for all or any committee which prevail over rules derived from the Articles if they are not consistent with them.

### DECISION-MAKING BY DIRECTORS

## **8. 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 9.

## **9. Unanimous decisions**

- 9.1. 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.
- 9.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 9.3. References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 9.4. A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

## **10. Calling a Directors' meeting**

- 10.1. Any Director may call a Directors' meeting by following the process set out in the Directors code of conduct.
- 10.2. Notice of any Directors' meeting must indicate;-
  - 10.2.1. its proposed date and time;
  - 10.2.2. where it is to take place; and
  - 10.2.3. if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3. Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 10.4. 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 prior to the date on which the meeting is held. The Directors may exercise their discretion to accept such notice after the date upon which the meeting is held. Where such notice is served it does not affect the validity of the meeting or of any of the business conducted at it.

## **11. Participation in Directors' meetings**

- 11.1. Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when;-
  - 11.1.1. the meeting has been called and takes place in accordance with the Articles, and
  - 11.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 11.3. 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.
- 11.4. The Directors shall have power to invite any person they wish to attend any Directors' meeting either in an advisory capacity or as an observer but without power to vote thereat.

## **12. Quorum for Directors' meetings**

- 12.1. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than four.
- 12.3. 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;-
  - 12.3.1. to appoint further Directors, or
  - 12.3.2. to call a General Meeting so as to enable the Full Members to appoint further Directors.



### **13. Chairing of Directors' meetings**

- 13.1. The Directors shall appoint an Independent Director as Chair to chair meetings of the Directors.
- 13.2. The Directors shall review the performance of the Chair at an agreed annual Director Evaluation process which shall include a review of the process of chairing meetings.
- 13.3. The Directors may terminate the Chair's appointment based on reasonable grounds of conduct or capability on a simple voting majority at any Board meeting called for the purpose. The Chair shall not be eligible to vote in such circumstances and the provisions of Article 14 shall not apply. For the avoidance of doubt, in the event that the vote is tied the appointment of the Chair shall not be terminated.
- 13.4. If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the Vice Chair, if one is appointed by the Directors, will chair the meeting. If the Vice Chair is not present, appointed or willing to chair the meeting the participating Directors must appoint one of themselves to chair it.
- 13.5. Subject to 13.3 above and 20.8 the appointed Chair shall hold office for the term of their directorship.
- 13.6. In the event of the Chair resigning (either as Chair or as a Director) or otherwise being removed as Chair, the Directors shall appoint a replacement as 13.1 above.

### **14. Casting vote**

- 14.1. If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting has a casting vote.
- 14.2. But this does not apply if, in accordance with the Articles, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### **15. Transactions or other arrangements with the Company**

- 15.1. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006, and provided they have 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:
  - 15.1.1. 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;
  - 15.1.2. 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 they are interested;
  - 15.1.3. 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 they are interested;

- 15.1.4. may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
- 15.1.5. 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 corporate in which the Company is otherwise (directly or indirectly) interested; and
- 15.1.6. shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (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 their duty under section 176 of the Act.

## **16. Directors' Conflicts of interest**

- 16.1. The Directors may authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching their duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ('Conflict').
- 16.2. Any authorisation under this Article will be effective only if:-
  - 16.2.1. the matter in question shall have been proposed by any Director for consideration at a meeting of the Directors 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;
  - 16.2.2. any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
  - 16.2.3. the matter was agreed to without their voting or would have been agreed to if their vote had not been counted.
- 16.3. Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):-
  - 16.3.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
  - 16.3.2. be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine;
  - 16.3.3. be terminated or varied by the Directors at any time;
  - 16.3.4. provide that, where the Director in question 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, they 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.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

- 16.4. Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Director:-
  - 16.4.1. is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;-
  - 16.4.2. is not given any documents or other information relating to the Conflict;
  - 16.4.3. may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 16.5. Where the Directors authorise a Conflict;-
  - 16.5.1. the Director who is the subject of the Conflict will be obliged to conduct himself in any terms imposed by the Directors in relation to the Conflict;
  - 16.5.2. the Director will not infringe any duty they owe to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided they act in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 16.6. 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 they derive from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in a 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.

## **17. Non-disclosure of Conflict of Interests – Sanctions**

Any Director who fails to disclose a conflict of interest to the Directors in accordance with Articles 15 and 16 may be charged with bringing the Company into disrepute in accordance with the prescribed Directors code of conduct.

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

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

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

- 19.1. Subject to the Articles, the Directors may make any rule or regulation which they think fit about how they take decisions, and about how such rules and regulations are to be recorded or communicated to Directors.

- 19.2. The Directors may from time to time make such rules, regulations, or Bye Laws as they may deem necessary for the proper conduct and management of the Company.
- 19.3. The Directors shall adopt such means as they deem sufficient to bring to the notice of Full Members of the Company all such Rules, Regulations or Bye Laws, which so long as they shall be in force, shall be binding on all Full Members of the Company. Provided, nevertheless, that no rule, regulation or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in the Articles of the Company.

## APPOINTMENT OF DIRECTORS

### **20. Methods of appointing Directors**

- 20.1. Subject to the provisions of these Articles, any person may act as a Director of the Company.
- 20.2. Until and unless otherwise determined by the Company in General Meeting, there shall be a maximum of ten (10) Directors and the minimum number shall be four (4).
- 20.3. The business of the Company shall be managed by the Directors who shall consist of:-
- 20.3.1. the Chair appointed in accordance with 13.1
  - 20.3.2. up to four sector representative Directors elected by the Full Members. In recognition of their founder member status, two out of the four sector representatives shall be elected from the NGBs at that time in membership of the Company;
  - 20.3.3. up to six Independent Directors appointed by the Board for their skills and experience.
- 20.4. Directors shall hold office for up to four years, unless they shall have previously resigned or exceeded the maximum term set in 20.8.
- 20.5. The Company shall follow the agreed recruitment process for all Director elections and appointments.
- 20.6. Other than an existing sector representative Director, who may self-nominate, nominations for election must be made by a Full Member submitted (together with the nominee's written consent) on the Company's approved nomination form. The nomination must be received by the Company at least 21 days before the date of the meeting. Confirmation of receipt of valid nominations will be sent in writing to the nominator as soon as reasonably practicable after such receipt.
- 20.7. The Directors may make further rules and regulations as to the process by which any election or re-election of Directors will be conducted.
- 20.8. Nothing shall prevent an existing or previous director serving a further term or terms should they be re-elected or re-appointed except that no Director, whether elected and/or appointed, may serve more than eight (8) years in total.
- 20.9. The Directors may fill a casual vacancy in their number of Directors, by appointment or election. Any casual sector representative vacancy filled by appointment shall only be for the period up until the next due Annual General Meeting when an election shall take place. Any part of a year

served in such circumstances by a Director will be treated as if it were a full year for the purposes of article 20.8

- 20.10. The Directors may agree role descriptions and assign specific tasks to any Director as they see fit, save as one Director shall act as Chair as determined by Article 13 and another as Finance Director.
- 20.11. The Directors for the time being of the Board may act notwithstanding any vacancy in their body.
- 20.12. A Director cannot be a Nominated Representative and in the event that a Nominated Representative shall become a Director they shall immediately cease to be a Nominated Representative.
- 20.13. Should a situation arise, where, as a result of resignation or death, the Company has no Directors, the Full Members have the right, by notice in writing to each other, to appoint one person to be a Director to initiate the formal appointment process for a new Board.

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

A person ceases to be a Director as soon as;-

- 21.1. that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- 21.2. a bankruptcy order is made against that person;
- 21.3. that person has served the maximum term for a Director under Article 20.8;
- 21.4. a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 21.5. a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 21.6. 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;
- 21.7. the Directors resolve that their office be vacated by a resolution duly passed in line with the Directors code of conduct whereby a breach of the code has taken place or a serious misconduct has, in the reasonable opinion of the Directors, taken place;
- 21.8. the Full Members in General Meeting pass an ordinary resolution to remove a Director even though the Director's time in office has not ended. This applies despite anything else in the Articles or in any agreement between the Company and the Director. A person may be appointed to replace the removed Director in accordance with Article 20.

## **22. Directors' remuneration**

- 22.1. Directors may undertake any services for the Company that the Directors decide.
- 22.2. Directors are entitled to such remuneration as the Directors determine
  - 22.2.1. for their services to the Company as Directors
  - 22.2.2. for any other service which they undertake for the Company.

- 22.3. Subject to the Articles, a Director's remuneration may;-
- 22.3.1. take any form, and
  - 22.3.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 22.4. Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 22.5. Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

### **23. Directors' expenses**

The Company may pay any reasonable expenses, supported by receipts where available, which the Directors properly incur in connection with their attendance at:-

- 23.1 meetings of Directors or committees;
- 23.2 general meetings

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

## PART 3

### MEMBERS

#### BECOMING AND CEASING TO BE A MEMBER

### **24. Applications for Membership**

- 24.1. All members shall have such rights and privileges as agreed by the Directors as amended from time to time. The Directors at their sole discretion shall have the right to accept or reject any application for membership. Applicants not accepted into the membership will not have the right to appeal the decision of the Directors.
- 24.2. Every Full Member shall sign a written consent or application to become a Full Member.
- 24.3. All Full Members, on being accepted will be entitled to receive notices of, and attend all, General Meetings of the Company, to be on the mailing list of the Company and to such other additional rights and privileges as the Directors may from time to time determine.
- 24.4. Notices will be made available in the manner determined by the Directors.
- 24.5. The following shall be eligible to become Full Members of the Company:
- 24.5.1. NGBs;
  - 24.5.2. Unaffiliated Organisations.
- 24.6. The following shall be eligible to become Associate Members:
- 24.6.1. public, private, commercial or voluntary organisations that play a role in the sport, active recreation or community activity, with a

presence in Wales, nationally, regionally or locally, but are not eligible to become Full Members.

24.7. The Directors may set a membership fee for each year which the Directors at their reasonable discretion may increase by no more than 5% from the membership fee which is set at that time. If the Directors propose an increase in the membership fee of greater than 5% then this may only be agreed by the Company in General Meeting.

## **25. Termination of Membership**

25.1. A Member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing.

25.2. Membership is not transferable.

25.3. Membership automatically terminates with immediate effect and without any requirement to give notice:

25.3.1. if the Member no longer meets the requirements for membership;

25.3.2. if the Member shall fail to pay any money due to the Company including, without limitation, any membership fee payable.

25.4. The Directors, acting reasonably, may expel any member if it considers that it is inappropriate that membership should continue or if the conduct of the member (or members of it) shall bring the Company into disrepute.

## ORGANISATION OF GENERAL MEETINGS

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

26.1. Full Members shall participate in General Meetings through the appointment of a Nominated Representative in each case. Full Members shall notify the Company of their Nominated Representative in writing to the Registered Office.

26.2. The Company shall usually hold an Annual General Meeting each year. The date of each Annual General Meeting shall be set by the Directors. There must be a minimum of 6 calendar months between each Annual General Meeting.

26.3. A General Meeting may be called at any time at the request of the Directors or on receiving a requisition to that effect, signed by twenty five (25) Full Members.

26.4. The Directors will circulate notice of the Annual General Meeting at least 21 clear days before the date of the meeting including the agenda and the full text of any proposed special resolutions.

26.5. The Directors will circulate notice for General Meetings at least 14 clear days before the date of the meeting including the agenda and the full text of any proposed special resolutions.

26.6. Notices of motion put forward by Full Members must be received by the Company at least 14 days before the date of the Annual General Meeting.

26.7. If the Directors receive a requisition from twenty-five (25) Full Members, they must call a General Meeting.

26.7.1. The request by the Full Members for the meeting must state the nature of the business to be dealt with and may include the text of a

resolution to be moved at the meeting (provided the resolution would not be ineffective and provided it is not defamatory, frivolous or vexatious).

- 26.7.2. The usual meeting notice period for a General Meeting indicated in 26.4 shall not apply to a meeting called following the requisition from Full Members.
- 26.7.3. The Directors must, within 21 days of the Full Members request, call the meeting for a date not more than 28 days after the date of the notice calling the meeting. If the request included a proposed resolution, that must be included in the notice, which will then be part of the business that can be conducted at the meeting.
- 26.8. A Full Member or Director is able to exercise the right to speak at an Annual General Meeting or 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.
- 26.9. A Full Member is able to exercise the right to vote at an Annual General Meeting or a General Meeting when;-
  - 26.9.1. their Nominated Representative is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 26.9.2. the Nominated Representative'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.
- 26.10. The Directors may make whatever arrangements they consider appropriate to enable those attending an Annual General Meeting, or a General Meeting to exercise their rights to speak or vote at it.
- 26.11. In determining attendance at an Annual General Meeting or a General Meeting, it is immaterial whether any two or more Nominated Representatives attending it are in the same place as each other.
- 26.12. Two or more Nominated Representatives who are not in the same place as each other attend an Annual General Meeting, or a General Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **27. Quorum for general meetings**

No business other than the appointment of the Chairman of the meeting is to be transacted at an Annual General Meeting or a General Meeting if the persons attending it do not constitute a quorum. A quorum shall be ten (10) Nominated Representatives present or present by proxy.

## **28 Chairing general meetings**

- 28.1 The Chair shall chair general meetings if present and willing and able to do so.
- 28.2 If the Chair is unwilling or unable to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start :-
  - 28.2.1 the Vice Chair, if appointed and if present, able and willing shall chair the meeting, or



- 28.2.2 if a Vice Chair is not appointed, or not present (or not willing) the Directors present, must appoint a Director to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting;
- 28.2.3 (if no directors are present), the meeting must appoint a Nominated Representative to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.
  - 28.2.3.1 A Nominated Representative so appointed shall retain the right to vote on behalf of the Full Member that they attended the meeting to represent.
- 28.3 The person chairing a meeting in accordance with this Article is referred to as "the Chairman of the meeting"

## **29 Attendance and speaking by Associate Members**

- 29.1 Directors may attend and speak all meetings of the Company.
- 29.2 Associate Members may also attend and speak at all meetings of the Company through a Nominated Representative. Associate Members wishing to exercise this right must inform the Company of their Nominated Representative in writing. Associate Members may not vote at meetings of the Company.
- 29.3 The Chairman of the meeting may permit other persons who are not Nominated Representatives to attend and speak at an Annual General Meeting or a General Meeting.
- 29.4 The Directors may invite advisors or observers to attend Annual General Meetings and General Meetings on such terms as may from time to time be agreed. They shall have no entitlement to speak or vote (except that they may be permitted to speak with the permission of the Chairman of the meeting).

## **30 Adjournment**

- 30.1 If the persons attending an Annual General Meeting or a General Meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.
- 30.2 The Chairman of the meeting may adjourn a General Meeting at which a quorum is present if;-
  - 30.2.1 the meeting consents to an adjournment, or
  - 30.2.2 it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
  - 30.2.3 If any confidential information which may affect any voting at the meeting has been disclosed to any other person without the authorisation of the Directors.
- 30.3 The Chairman of the meeting must adjourn a General Meeting if directed to do so by the meeting.

- 30.4 When adjourning a General Meeting, the Chairman of the meeting must;-
  - 30.4.1 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
  - 30.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 30.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given);-
  - 30.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
  - 30.5.2 containing the same information which such notice is required to contain, including the requirement for re-submission of proxy votes
- 30.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

#### VOTING AT GENERAL MEETINGS

### **31 Voting: general**

- 31.1 Methods of voting will be clearly indicated in notices of meetings, usually the following methods will be used;-
  - 31.1.1 by Nominated Representatives present
  - 31.1.2 by Proxy vote
- 31.2 Any election shall always be conducted by secret ballot if there shall be more than one candidate for the post.
- 31.3 A resolution, (other than the election of a Director) put to the vote of an Annual General Meeting or a General Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 31.4 Every Full Member through its Nominated Representative shall be entitled to have one vote.
- 31.5 If a Full Member shall be unable to attend an Annual General Meeting or a General Meeting then the Full Member may grant a proxy in writing either to the chairman of the meeting, a Director, or a Nominated Representative of another Full Member.
  - 31.5.1 Other than the chairman of the meeting, a person may hold only two (2) proxies.
- 31.6 For the avoidance of doubt no person other than a Nominated Representative shall have the right to a vote at an Annual General Meeting or a General Meeting unless that person is holding a proxy.
- 31.7 In the case of equality of votes the chairman of the meeting shall have a casting vote.

## **32 Errors and disputes**

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

## **33 Poll votes**

- 33.1 A poll on a resolution may be demanded;-
  - 33.1.1 in advance of the general meeting where it is to be put to the vote, or
  - 33.1.2 at the Annual General Meeting or 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.
- 33.2 A poll may be demanded by;-
  - 33.2.1 the Chairman of the meeting;
  - 33.2.2 the Directors;
  - 33.2.3 two or more Full Members having the right to vote on the resolution.
- 33.3 A demand for a poll may be withdrawn if;-
  - 33.3.1 the poll has not yet been taken, and
  - 33.3.2 the Chairman of the meeting consents to the withdrawal.
- 33.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.
- 33.5 In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall not be entitled to a casting vote.

## **34 Content of proxy notices**

- 34.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which;-
  - 34.1.1 states the name and address of the Full Member appointing the proxy;
  - 34.1.2 identifies the person appointed to be that Full Member's proxy and the general meeting in relation to which that person is appointed;
  - 34.1.3 is signed by the Full Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 34.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 34.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes, proxy notices must be received by the Company at least 48 hours before the start of the meeting to which the proxy refers.

- 34.3 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.
- 34.4 Unless a proxy notice indicates otherwise, it must be treated as;-
- 34.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 34.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **35 Delivery of proxy notices**

- 35.1 A Nominated Representative that is entitled to attend, speak or vote (either on a show of hands or on a poll) at the Annual General Meeting or a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that Full Member.
- 35.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing signed by the Full Member by whom or on whose behalf the proxy notice was given.
- 35.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

### **36 Amendments to resolutions**

- 36.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if;-
- 36.1.1 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 meeting is to take place (or such later time as the Chairman of the meeting may determine), and
  - 36.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 36.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if;-
- 36.2.1 the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 36.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 36.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

PART 4  
ADMINISTRATIVE ARRANGEMENTS

**37 The Company Secretary**

A Company Secretary may be appointed by the Directors on such terms and conditions as they shall decide and unless the person so appointed is a Director, the Company Secretary shall have no voting rights at Directors' meetings.

**38 Means of communication to be used**

- 38.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorized or required by any provision of that Act to be sent or supplied by or to the Company.
- 38.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 38.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

**39. No right to inspect accounts and other records**

Except as provided by law or authorized 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 of the Company.

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

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

DIRECTORS' INDEMNITY AND INSURANCE

**41 Indemnity**

- 41.1 Subject to 41.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against;-

- 41.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
  - 41.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
  - 41.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.
- 41.2 This Article does not authorize any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 41.3 In this Article;-
- 41.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - 41.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

## **42 Not for Profit**

- 42.1 The income and the property of the Company shall be applied solely towards the promotion of the objects in Article 2. No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or profit share to any Director, Full Member or other member.

## **43 Insurance**

- 43.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- 43.2 In this Article;-
- 43.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company,
  - 43.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
  - 43.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **44 Dissolution**

- 44.1 The Company may only be wound up by Special Resolution of the Full Members at a General Meeting.
- 44.2 If the Company is wound up or dissolved and there is any property remaining after all its debts are settled, this will be given to some other institution or institutions provided that the receiving institution(s) also prohibits the distribution of income and property among its directors

or members in the same way as the Company. The institutions(s) will be decided by the Full Members at or before the time of dissolution.