

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

UK Deaf Sport

Company No: 08611744



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Index to Articles of Association of UK Deaf Sport

INTERPRETATION	1
1. Defined terms	1
OBJECTS AND POWERS.....	1
2. Objects	1
3. Powers	1
LIMITATION ON PRIVATE BENEFITS	3
4. Non-profit distribution	3
LIMITATION OF LIABILITY AND INDEMNITY	6
5. Liability of members	6
6. Indemnity	6
DIRECTORS	6
<i>DIRECTORS' POWERS AND RESPONSIBILITIES</i>	6
7. Directors' general authority	6
8. Chair	6
9. Directors may delegate	6
10. Committees	7
11. Delegation of day to day management powers	7
12. Delegation of investment management.....	8
13. Rules	8
14. Power to change name of Company.....	9
<i>DECISION-MAKING BY DIRECTORS</i>	9
15. Directors to take decisions collectively	9
16. Calling a Directors' meeting	9
17. Participation in Directors' meetings.....	10
18. Quorum for Directors' meetings.....	10
19. Chairing of Directors' meetings.....	10
20. Casting vote	10
21. Majority decisions without a meeting.....	11
22. Director interests and management of conflicts of interest.....	12
23. Register of Directors' interests.....	13
24. Validity of Director actions	13
<i>APPOINTMENT AND RETIREMENT OF DIRECTORS</i>	13
25. Number of Directors	13

26.	Appointment of Directors and retirement of Directors	14
27.	Disqualification and removal of Directors.....	16
	PATRONS.....	17
28.	Patrons	17
	MEMBERS	17
	<i>BECOMING AND CEASING TO BE A MEMBER</i>	<i>17</i>
29.	Becoming a member	17
30.	Termination of membership	18
31.	Categories of membership	19
32.	Associate members.....	19
	<i>ORGANISATION OF GENERAL MEETINGS</i>	<i>20</i>
33.	Annual general meetings.....	20
34.	Other general meetings	20
35.	Length of notice	20
36.	Contents of notice	20
37.	Service of notice.....	20
38.	Attendance and speaking at general meetings	20
39.	Quorum for general meetings	21
40.	Chairing general meetings	21
41.	Attendance and speaking by Directors, patrons and non-members	22
42.	Adjournment.....	22
	<i>VOTING AT GENERAL MEETINGS.....</i>	<i>23</i>
43.	Voting: general	23
44.	Votes	23
45.	Errors and disputes.....	24
46.	Poll votes	24
47.	Procedure on a poll.....	25
48.	Proxies	25
49.	Delivery of Proxy Notices	26
50.	Amendments to resolutions	28
	<i>WRITTEN RESOLUTIONS</i>	<i>28</i>
51.	Written resolutions.....	28
	The members may pass written resolutions in accordance with the Companies Acts	28
	ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS.....	28
52.	Communications by the Company	28
53.	Communications to the Company	30
54.	Secretary	30
55.	Irregularities.....	30

56.	Minutes.....	30
57.	Records and accounts.....	31
58.	Exclusion of model articles.....	31
	WINDING UP.....	31
59.	Winding up.....	31
	SCHEDULE.....	33
	INTERPRETATION – DEFINED TERMS.....	33

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Articles of Association of UK Deaf Sport

Company No: 08611744

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

2.1 The objects of the Company are the relief of Deaf persons, in particular (but without limitation) those who are resident in the United Kingdom, in all or any of the following ways:

2.1.1 the promotion of equality and diversity by facilitating participation in Sport;

2.1.2 the encouragement of participation in Sport as a means of relieving and/or overcoming their disabilities;

2.1.3 to facilitate Deaf sportspersons' development in preparation for national and international competitions; and

2.1.4 to constitute a standing forum where all representative bodies of Deaf Sport may be represented and may collectively or through special groups where appropriate formulate and promote measures to improve and develop Deaf Sport.

2.2 In this Article 2 and Article 3 below the following terms have the corresponding meanings:

2.2.1 "Deaf" means deaf, hard of hearing or anyone who considers themselves to have a hearing impairment; and

2.2.2 "Sport" means all forms of physical activity which, through casual or organised participation, aim at expressing or improving physical fitness and mental well-being, forming social relationships or obtaining results in competition at all levels.

3. Powers

3.1 To further its objects the Company may:

3.1.1 set and recommend governance and quality standards for bodies of Deaf Sports;

3.1.2 work collaboratively with other organisations (such as Sports organisations);

- 3.1.3 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.5 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.6 provide and assist in the provision of money, materials or other help;
- 3.1.7 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.1.8 provide or procure the provision of counselling and guidance;
- 3.1.9 provide or procure the provision of advice;
- 3.1.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.11 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.12 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit (in exercising this power the Company must comply as appropriate with the Charities Act 2011);
- 3.1.13 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Company must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.14 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.15 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.16 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.17 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.18 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;
- 3.1.19 accept (or disclaim) gifts of money and any other property;

- 3.1.20 raise funds by way of subscription, donation or otherwise;
- 3.1.21 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.22 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.23 subject to Article 4 (Limitation on private benefits):
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.24 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.25 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects);
- 3.1.26 undertake and execute charitable trusts;
- 3.1.27 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Company, including (without limitation) by creating permanent endowment;
- 3.1.28 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.29 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.30 pay out of the funds of the Company the costs of forming and registering the Company;
- 3.1.31 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;
- 3.1.32 provide indemnity insurance for the Directors or any other officer of the Company in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Director, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Company); and
- 3.1.33 do all such other lawful things as may further the Company's objects.

LIMITATION ON PRIVATE BENEFITS

4. Non-profit distribution

- 4.1 The Company is not established or conducted for private gain. Subject to Article 4.2 below:
 - 4.1.1 any profits, income and property of the Company shall be applied solely towards furthering the objects of the Company; and

- 4.1.2 no part of the profits, income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company.

Permitted benefits to members

- 4.2 Article 4.1 shall not prevent any payment in good faith by the Company of:
 - 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Company;
 - 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Company (including services performed by the member under a contract of employment with the Company), provided that if such member is a Director Articles 4.3, 4.4 and 4.5 shall apply;
 - 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Company;
 - 4.2.4 any reasonable and proper rent for premises let by any member to the Company; and
 - 4.2.5 any payments to a member who is also a Director which are permitted under Articles 4.3, 4.4 or 4.5.

Permitted benefits to Directors and Connected persons

- 4.3 No Director may:
 - 4.3.1 sell goods, services or any interest in land to the Company;
 - 4.3.2 be employed by, or receive any remuneration from, the Company; or
 - 4.3.3 receive any other financial benefit from the Company;unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission. In this Article 4.3 a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.
- 4.4 A Director may receive the following benefits from the Company:
 - 4.4.1 a Director or person Connected to a Director may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;
 - 4.4.2 a Director or person Connected to a Director may be reimbursed by the Company for, or may pay out of the Company’s property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
 - 4.4.3 a Director or person Connected to a Director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors (excluding, in the case of a Director, the service of acting as Director and services performed under a contract of employment with the Company) provided that this provision and Article 4.5.3 may not apply to more than half of the Directors

in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is a person Connected to that Director);

- 4.4.4 a Director or person Connected to a Director may receive interest at a reasonable and proper rate on money lent to the Company;
- 4.4.5 a Director or person Connected to a Director may receive reasonable and proper rent for premises let to the Company;
- 4.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.32; and
- 4.4.7 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 21.1 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

Subsidiary Companies

- 4.5 A Director may receive the following benefits from any Subsidiary Company:
 - 4.5.1 a Director or a person Connected to a Director may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Company or of any Subsidiary Company;
 - 4.5.2 a Director or a person Connected to a Director may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
 - 4.5.3 a Director or a person Connected to a Director may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Directors, (excluding, in the case of a Director, services performed under a contract of employment with any Subsidiary Company) provided that this provision and Article 4.4.3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person Connected to that Director);
 - 4.5.4 a Director or a person Connected to a Director may, with the prior approval of the Directors, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
 - 4.5.5 a Director or a person Connected to a Director may, with the prior approval of the Directors, receive reasonable and proper rent for premises let to any Subsidiary Company;
 - 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
 - 4.5.7 a Director or a person Connected to a Director may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Director may not take part in any decision of the Directors to approve a specific benefit to that Director or a person Connected to them under Articles 4.5.3, 4.5.4 or 4.5.5.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of each member is limited to £10, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 5.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. 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.

8. Chair

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

9. Directors may delegate

- 9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.
- 9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

- 9.3 Any delegation by the Directors may be:
- 9.3.1 by such means;
 - 9.3.2 to such an extent;
 - 9.3.3 in relation to such matters or territories; and
 - 9.3.4 on such terms and conditions;
as they think fit.
- 9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

10. **Committees**

- 10.1 In the case of delegation to committees:
- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
 - 10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
 - 10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

11. **Delegation of day to day management powers**

- 11.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

- 11.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
- 11.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 11.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

12. **Delegation of investment management**

- 12.1 The Directors may delegate the management of investments to a Financial Expert or Financial Experts provided that:
 - 12.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Directors;
 - 12.1.2 timely reports of all transactions are provided to the Directors;
 - 12.1.3 the performance of the investments is reviewed regularly with the Directors;
 - 12.1.4 the Directors are entitled to cancel the delegation arrangement at any time;
 - 12.1.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 12.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
 - 12.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Directors.

13. **Rules**

- 13.1 The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. The rules shall be binding on all members of the Company. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 13.2 The rules may regulate the following matters but are not restricted to them:
 - 13.2.1 the duties of any officers or employees of the Company;
 - 13.2.2 the admission of members of the Company and the benefits conferred on such members, and any subscriptions, fees or payments to be made by members;
 - 13.2.3 the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;
 - 13.2.4 the conduct of business of the Directors or any committee (including, without limitation, how the Directors make decisions and how such rules are to be recorded or communicated to Directors);

- 13.2.5 the procedure at general meetings;
- 13.2.6 any of the matters or things within the powers or under the control of the Directors; and
- 13.2.7 generally, all such matters as are commonly the subject matter of company rules.
- 13.3 The Company in general meeting has the power to alter, add to or repeal the rules.

14. Power to change name of Company

The Directors may change the name of the Charity at any time by:

- 14.1 majority decision of at least three-quarters of the Trustees present and voting at a meeting;
or
- 14.2 majority decision of at least three-quarters of all the Trustees taken following the procedure in Article 21.

DECISION-MAKING BY DIRECTORS

15. Directors to take decisions collectively

- 15.1 Any decision of the Directors must be either:
 - 15.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 20); or
 - 15.1.2 a decision taken in accordance with Article 21.

16. Calling a Directors' meeting

- 16.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 16.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
 - 16.2.1 all the Directors agree; or
 - 16.2.2 urgent circumstances require shorter notice.
- 16.3 In deciding on the date and time of any Directors' meeting, the Directors calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Directors as practicable are likely to be available to participate.
- 16.4 Notice of Directors' meetings must be given to each Director.
- 16.5 Every notice calling a Directors' meeting must specify:
 - 16.5.1 the place, day and time of the meeting;
 - 16.5.2 meetings may be held in one location, remotely via internet access or a hybrid of the two;
 - 16.5.3 the general nature of the business to be considered at such meeting; and

16.5.4 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.

16.6 Notice of Directors' meetings need not be in Writing.

16.7 Article 52 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

17. **Participation in Directors' meetings**

17.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

17.1.1 the meeting has been called and takes place in accordance with the Articles; and

17.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

17.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

17.3 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.

18. **Quorum for Directors' meetings**

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

18.2 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 two, and unless otherwise fixed it is two or one-third of the total number of Directors, whichever is the greater.

18.3 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:

18.3.1 to appoint further Directors; or

18.3.2 to call a general meeting so as to enable the members to appoint further Directors.

19. **Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

20. **Casting vote**

20.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

20.2 Article 20.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

21. **Majority decisions without a meeting**

21.1 The Directors may, in the circumstances outlined in this Article, make a majority decision without holding a Directors' meeting.

21.2 If:

21.2.1 a Director has become aware of a matter on which the Directors need to take a decision;

21.2.2 that Director has taken all reasonable steps to make all the other Directors aware of the matter and the decision;

21.2.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

21.2.4 a majority of the Directors vote in favour of a particular decision on that matter

a decision of the Directors may be taken by majority and shall be as valid and effectual as if it had been taken at a Directors' meeting duly convened and held.

21.3 Directors participating in the taking of a majority decision otherwise than at a Directors' meeting in accordance with this Article:

21.3.1 may be in different places, and may participate at different times; and

21.3.2 may communicate with each other by any means.

21.4 The Chair, or such other Director as shall be appointed by the Directors shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

21.4.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Directors are asked to cast their votes;

21.4.2 the nomination of a person to whom all Director's votes must be communicated;

21.4.3 if a majority of the Directors vote in favour of the decision, the nominated person shall communicate the decision to all the Directors and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and

21.4.4 the nominated person must prepare a minute of the decision in accordance with Article 56

21.5 In the case of an equality of votes in any decision-making process in accordance with this Article, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair or specified Director is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

22. **Director interests and management of conflicts of interest**

Declaration of interests

22.1 Unless Article 22.2 applies, a Director must declare the nature and extent of:

22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

22.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

22.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

22.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

22.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

(a) any benefit received in his, her or its capacity as a beneficiary of the Company (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Company;

(b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.32;

(c) payment under the indemnity set out at Article 6; and

(d) reimbursement of expenses in accordance with Article 4.4.2; or

22.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 22.5.

22.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:

- 22.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;
- 22.5.2 not be counted in the quorum for that part of the process; and
- 22.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 22.6 Where a Director or person Connected with him or her has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:
 - 22.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
 - 22.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

23. Register of Directors' interests

The Directors must ensure a register of Directors' interests is kept.

24. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

APPOINTMENT AND RETIREMENT OF DIRECTORS

25. Number of Directors

- 25.1 There shall be at least three and no more than 12 Directors, at least 25% of whom shall be independent.
- 25.2 At least three of the Directors shall be persons who are not related to or cohabiting with another Director.
- 25.3 For the purposes of this Article 25 and Article 26 below, a person is "independent" if they are free from any close connection to the Company and if, from the perspective of an objective outsider, they would be viewed as independent. A person may still be deemed to be "independent" even if they are a member of the Company and/or play the sports supported by the Company. Examples of a "close connection" include:
 - 25.3.1 they are or have within the last four years been actively involved in the Company's affairs, for example as a representative of a specific interest group within the Company such as a sporting discipline, a region or a home country;

- 25.3.2 they are or have within the last four years been an employee of the Company; or
- 25.3.3 they have close family ties with any of the Directors or senior employees of the Company.
- 25.4 One of the independent Directors shall be appointed as the Senior Independent Director by a simple majority of the other independent Directors.

26. Appointment of Directors and retirement of Directors

- 26.1 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Director:
- 26.1.1 by ordinary resolution; or
- 26.1.2 by a decision of the Directors, in order to ensure there are sufficient independent Directors or Directors who are not related to or cohabiting with another Director (in accordance with Article 25) or for any other reason.
- 26.2 Directors appointed in accordance with Article 26.1.1 shall hold office from the date of their appointment until the conclusion of the third annual general meeting following their appointment, unless disqualified or removed in accordance with Article 27, but shall be eligible for reappointment subject to Article 26.6.
- 26.3 Directors appointed in accordance with Article 26.1.2 shall retire at the end of the next annual general meeting following their appointment, but are eligible for reappointment subject to Article 26.6.
- 26.4 For the purposes of this Article 26, the Directors at the Amendment Date shall be deemed to have been first appointed on the following dates for the purposes of calculating when they are due to retire:

Director	Deemed appointment date	First annual general meeting at which to retire
Timothy Chapman	1 January 2018	2020
Gareth Hunt	1 January 2018	2020
Graeme Edward Veron	1 January 2018	2020
Lara Lill	1 January 2018	2020
Piers Martin	1 January 2018	2020
Brendan Foley	1 January 2019	2021
Jacqueline Johnston	1 January 2019	2021
Andrew Mawdsley	1 January 2019	2021

Thomas Seabrook	1 January 2019	2021
Peter Fitton	1 January 2019	2021

Automatic retirement

26.5 At every annual general meeting the following Directors must retire from office (if any) but may (subject to the provisions of this Article 26) offer themselves for reappointment by the members:

26.5.1 the Directors who are subject to retirement by virtue of Article 26.2 (having served a three-year term); and

26.5.2 any Directors who have been appointed under Article 26.1.2 since the last annual general meeting.

Maximum term

26.6 A Director who has served for nine consecutive years from the Amendment Date must take a break from office and may not be reappointed until the earlier of:

26.6.1 the fourth anniversary of the commencement of his or her break from office; and

26.6.2 if applicable, the fourth annual general meeting following the annual general meeting at which his or her break from office commenced,

and the purposes of this Article 26 a year shall be calculated from one annual general meeting to the next annual general meeting.

Minimum age

26.7 No person may be appointed as a Director unless he or she has reached the age of 18 years.

Conditions of appointment

26.8 No person other than a Director retiring by virtue of Article 26.5.1 shall be appointed or reappointed a Director at any general meeting unless:

26.8.1 he or she is recommended by the Directors (or any committee formed by the Directors for that purpose); or

26.8.2 at least 10 but not more than 35 Clear Days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Company's register of Directors together with notice executed by that person of his or her willingness to be appointed or reappointed.

- 26.9 At least five but not more than 28 Clear Days before the date appointed for holding a general meeting notice must be given to all who are entitled to receive notice of the meeting of any person (other than a Director retiring by virtue of Article 26.5.1 at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him or her at the meeting for appointment or reappointment as a Director. The notice must give such information about the proposed Director as the Directors shall decide/the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Company's register of Directors.

Timing of retirement

- 26.10 A Director who retires at an annual general meeting and who is not reappointed shall retain office until either:
- 26.10.1 the meeting appoints someone in his or her place; or
- 26.10.2 (if no one is appointed in his or her place) until the end of the meeting.

General

- 26.11 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

27. Disqualification and removal of Directors

- 27.1 A Director shall cease to hold office if:
- 27.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 27.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 27.1.3 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 27.1.4 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);
- 27.1.5 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;
- 27.1.6 at a general meeting of the Company, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or
- 27.1.7 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been

afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors.

PATRONS

28. Patrons

The Directors may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Becoming a member

29.1 The members of the Company shall be the subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership by the Directors in accordance with the Articles.

29.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Company unless:

29.2.1 that person has applied for membership in a manner approved by the Directors; and

29.2.2 the Directors have approved the application. The Directors may only refuse an application for membership if:

(a) acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application;

(b) they inform the applicant in writing of the reasons for the refusal within 21 days of the decision; and

(c) they consider any written representations the applicant may make about the decision. The directors' decision following any written representations must be notified to the applicant in writing but shall be final.

29.3 The Directors may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

29.4 Employees of the Company may not be members of the Company.

Unincorporated Organisation Members

29.5 An organisation admitted to membership which is unincorporated (an "Unincorporated Association Member") shall be a member through the person of its nominated representative from time to time. Every such organisation must notify the Company in writing of the name of its nominated representative and may, subject to the Directors' right to decline to accept any person as a member, replace such nominated representative at any

time by giving notice to the Company. The membership rights may be exercised by the nominated representative or by the organisation which he or she represents.

Corporate Members

- 29.6 An organisation admitted to membership which is an incorporated body (a “Corporate Member”) may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Company. Evidence of the appointment of the representative must be provided in the form of:
- 29.6.1 an original or certified copy of the resolution of the directors or other governing body of the Corporate Member;
 - 29.6.2 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or
 - 29.6.3 such other form as the Directors may reasonably require.
- 29.7 A person authorised under Article 29.6 may exercise (on behalf of the Corporate Member) the same powers as the Corporate Member could exercise if it were an individual member.

Subscriptions

- 29.8 The Directors may at their discretion levy subscriptions on members of the Company at such rate or rates as they shall decide.

Register of members

- 29.9 The names of the members of the Company must be entered in the register of members which shall include, where relevant, details of the nominated representative which is a member of the Company on behalf of an unincorporated organisation under Article 29.5.

30. Termination of membership

- 30.1 Subject to Article 29.5, membership is not transferable.
- 30.2 A member shall cease to be a member:
- 30.2.1 if the member, being an individual, dies;
 - 30.2.2 if the member is a member on behalf of an Unincorporated Organisation Member under Article 29.5 and the Unincorporated Organisation Member ceases to exist;
 - 30.2.3 if the member, being a Corporate Member, goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up;
 - 30.2.4 if the member becomes an employee of the Company;

- 30.2.5 on the expiry of at least seven Clear Days' notice given by the member to the Company of his, her or its intention to withdraw;
- 30.2.6 if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid seven days after notice served on the member by the Company informing him, her or it that he, she or it will be removed from membership if it is not paid. The Directors may re-admit to membership any person removed from membership on this ground on him, her or it paying such reasonable sum as the Directors may determine; or
- 30.2.7 if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by him, her or it.
- 30.3 Where a member has his or her membership terminated under Article 30.2.7, he or she shall have the right to appeal the decision within 14 days of receipt of the decision to terminate their membership. Where a member chooses to appeal such a decision, he or she shall notify the Directors in writing. The Directors shall then appoint an appeals committee (the "**Appeals Committee**"), which shall have a maximum of three members which shall not include any Directors but may include non-members of the Company. The Appeals Committee shall consider the appeal in person or in such other manner as is agreed with the member in question, within 21 days of the Directors receiving the appeal. The member appealing the decision shall be entitled to be accompanied by a friend or other representative and to call witnesses. The decision of the Appeals Committee shall be final and binding.

31. **Categories of membership**

- 31.1 Subject to Article 31.2, the Directors may establish such different categories of membership as they think fit. The Directors may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.
- 31.2 The Directors may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

32. **Associate members**

The Directors may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts.

ORGANISATION OF GENERAL MEETINGS

33. Annual general meetings

The Company must hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Directors think fit.

33.1 Annual General Meetings may be held in one location, remotely via internet access or a hybrid of the two.

33.2 Each member will count as present irrespective of mode of attendance.

34. Other general meetings

34.1 The Directors may call a general meeting at any time.

34.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

35. Length of notice

35.1 All general meetings must be called by either:

35.1.1 at least 14 Clear Days' notice; or

35.1.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

36. Contents of notice

36.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

36.1.1 If a remote only meeting, notice must give details of how members can attend electronically.

36.1.2 If a hybrid meeting, notice must give details of options available.

36.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

36.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Company.

36.4 If the Company gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

37. Service of notice

Notice of general meetings must be given to every member, to the Directors, to any patron(s) and to the auditors of the Company.

38. Attendance and speaking at general meetings

38.1 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.

38.2 A person is able to exercise the right to vote at a general meeting when:

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

38.2.2 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.

38.3 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.

38.4 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.

38.5 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.

39. Quorum for general meetings

39.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

39.2 The quorum shall be three persons entitled to vote on the business to be transacted (each being a member, an authorised representative of a Corporate Member or a proxy for a member).

39.3 If two or more persons are authorised representatives of the same Corporate Member they shall together count as one person for the purposes of Article 39.2.

39.4 If a quorum is not present within half an hour from the time appointed for the meeting:

39.4.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and

39.4.2 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

40. **Chairing general meetings**

40.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors shall preside as chair of every general meeting.

40.2 If neither the Chair nor any Director nominated in accordance with Article 40.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.

40.3 If no Director is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person, or via their authorised representative (if a Corporate Member) or by proxy and entitled to vote must choose one of the members or authorised representatives of Corporate Members or present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 40.3.

41. **Attendance and speaking by Directors, patrons and non-members**

41.1 Directors may attend and speak at general meetings, whether or not they are members.

41.2 Patrons may attend and speak at general meetings, whether or not they are members.

41.3 The chair of the meeting may permit other persons who are not members of the Company (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

42. **Adjournment**

42.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

42.1.1 the meeting consents to an adjournment; or

42.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

42.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

42.3 When adjourning a general meeting, the chair of the meeting must:

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

42.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

42.4 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:

42.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

- 42.4.2 containing the same information which such notice is required to contain.
- 42.5 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

43. Voting: general

43.1 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.

43.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:

43.2.1 has or has not been passed; or

43.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 56 is also conclusive evidence of that fact without such proof.

44. Votes

Votes on a show of hands

44.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

44.1.1 each member present **in person** (which, for the avoidance of doubt, includes nominated representatives of Unincorporated Association Members); and

44.1.2 (subject to Article 49.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution; and

44.1.3 each authorised representative of a Corporate Member present,

provided that if a person attending the meeting falls within two or more of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

Votes on a poll

44.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

44.2.1 every member present **in person** (which, for the avoidance of doubt, includes nominated representatives of Unincorporated Association Members);

44.2.2 every member present by proxy (subject to Article 49.3); and

- 44.2.3 every authorised representative of a Corporate Member (subject to Article 44.2.3) present.
- 44.3 On a vote on a resolution at a meeting which is carried out by a poll, if more than one authorised representative of a Corporate Member purports to vote on behalf of the same Corporate Member:
 - 44.3.1 if they purport to vote in the same way, they will be treated as having cast one vote between them; and
 - 44.3.2 if they purport to vote in different ways they are treated as not having voted.

General

- 44.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 44.5 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.

45. Errors and disputes

- 45.1 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.
- 45.2 Any such objection must be referred to the chair of the meeting whose decision is final.

46. Poll votes

- 46.1 A poll on a resolution may be demanded:
 - 46.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 46.1.2 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.
- 46.2 A poll may be demanded by:
 - 46.2.1 the chair of the meeting;
 - 46.2.2 the Directors;
 - 46.2.3 two or more persons having the right to vote on the resolution;
 - 46.2.4 any person, who, by virtue of being appointed proxy or authorised representative of a Corporate Member for one or more members having the right to vote on the resolution, holds two or more votes; or
 - 46.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 46.3 A demand for a poll may be withdrawn if:

- 46.3.1 the poll has not yet been taken; and
- 46.3.2 the chair of the meeting consents to the withdrawal.

47. **Procedure on a poll**

- 47.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

Results

- 47.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.
- 47.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

Timing

- 47.4 A poll on:
 - 47.4.1 the election of the chair of the meeting; or
 - 47.4.2 a question of adjournment;must be taken immediately.
- 47.5 Other polls must be taken within 30 days of their being demanded.
- 47.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

Notice

- 47.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 47.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

48. **Proxies**

Power to appoint

- 48.1 A member (including a Corporate Member and Unincorporated Association Member) is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Company. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

Manner of appointment

- 48.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
 - 48.2.1 states the name and address of the member appointing the proxy;

- 48.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- 48.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 48.2.4 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.
- 48.3 A proxy for a member representing an Unincorporated Organisation Member under Article 29.5 may be appointed by the member or by the organisation which he or she represents.
- 48.4 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 48.5 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.
- 48.6 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 48.6.1 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
 - 48.6.2 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.

49. **Delivery of Proxy Notices**

- 49.1 The Proxy Notification Address in relation to any general meeting is:
 - 49.1.1 the registered office of the Company; or
 - 49.1.2 any other Address or Addresses specified by the Company as an Address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or
 - 49.1.3 any electronic Address falling within the scope of Article 49.2.
- 49.2 If the Company gives an electronic Address:
 - 49.2.1 in a notice calling a meeting;
 - 49.2.2 in an instrument of proxy sent out by it in relation to the meeting; or
 - 49.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 49.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

Attendance of member

- 49.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting (including an authorised representative of a Corporate Member) remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person (or the Corporate Member or Unincorporated Association Member which they represent). If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

Timing

- 49.4 Subject to Articles 49.5 and 49.6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 49.5 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 49.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
- 49.6.1 received in accordance with Article 49.4; or
- 49.6.2 given to the chair, Secretary (if any) or any Director at the meeting at which the poll was demanded.

Interpretation

- 49.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 49.

Revocation

- 49.8 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 49.9 A notice revoking the appointment of a proxy only takes effect if it is received 48 hours before:
- 49.9.1 the start of the meeting or adjourned meeting to which it relates; or
- 49.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

Execution

- 49.10 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.

50. **Amendments to resolutions**

- 50.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 50.1.1 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 (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and
- 50.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 50.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 50.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 50.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 50.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

51. **Written resolutions**

The members may pass written resolutions in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

52. **Communications by the Company**

Methods of communication

- 52.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
- 52.1.1 in Hard Copy Form;
- 52.1.2 in Electronic Form; or
- 52.1.3 by making it available on a website.
- 52.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not

revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

- 52.3 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.

Deemed delivery

- 52.4 A member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

- 52.5 Where any Document or information is sent or supplied by the Company to the members:

- 52.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

- 52.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

- 52.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

- (a) when the material was first made available on the website; or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 52.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 52.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:

- 52.7.1 if the Document or information has been sent to a member or Director and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's or Director's postal address as shown in the Company's register of members or Directors, but may in its discretion choose to do so;

- 52.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

- 52.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 52.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.
- 52.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

53. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company.

54. Secretary

- 54.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

54.1.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

54.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

55. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

56. Minutes

- 56.1 The Directors must ensure minutes are made:

56.1.1 of all appointments of officers made by the Directors;

56.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

56.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

57. Records and accounts

57.1 The Directors shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

57.1.1 annual reports;

57.1.2 annual statements of account; and

57.1.3 annual returns or confirmation statements.

57.2 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.

58. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

59. Winding up

59.1 At any time before, and in expectation of, the winding up or dissolution of the Company, the members of the Company or, subject to any resolution of the members, the Directors, may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:

59.1.1 directly for the objects of the Company; or

59.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

(a) for purposes similar to the objects of the Company; or

(b) for use for particular purposes that fall within the objects of the Company.

59.2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 59 (except to a member that is itself an institution chosen to benefit under this Article 59).

59.3 If no resolution is passed in accordance with Article 59.1 the net assets of the Company shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

SCHEDULE

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	“Amendment Date”	means the date of amendment of these Articles, being 23 November 2019;
1.3	“Appeals Committee ”	has the meaning given in Article 30.3;
1.4	“Articles”	the Company’s articles of association;
1.5	“Chair”	has the meaning given in Article 8;
1.6	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7	“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.9	“Company”	UK Deaf Sport;
1.10	“Connected”	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which a

Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

1.11	“Corporate Member”	has the meaning given in Article 29.6;
1.12	“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called; and
1.13	“Document”	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.14	“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.15	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.16	“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.17	“Proxy Notice”	has the meaning given in Article 48;
1.18	“Proxy Notification Address”	has the meaning given in Article 49;
1.19	“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.20	“Secretary”	the secretary of the Company (if any);
1.21	“Subsidiary Company”	any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
1.22	“Unincorporated Association Member”	has the meaning given in Article 29.5;
1.23	“Writing”	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.

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.