

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
of  
**SCOTTISH FENCING LIMITED**  
**(Company Registration Number SC265956)**

**1. INTERPRETATION**

(1) In these regulations:

**“the Act”** means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

**“Additional Director”** means a Director appointed by the Directors in accordance with section 18 below;

**“Address”** means a postal address or, for the purposes of electronic communications, a fax number or email address in each case registered with the Company;

**“Affiliated Club”** means a fencing club affiliated to the Company pursuant to Article 7(3) below;

**“Appointed Director”** means a person who is appointed as an appointed director of the Company in accordance with the Articles;

**“Associated Body”** means a body or organisation which the Directors have from time to time approved as an associated body;

**“the Company”** means the company known as Scottish Fencing;

**“the Articles”** means the articles of the Company;

**“Bye Laws”** means the bye laws of the Company from time to time in force and made pursuant to these Articles;

**“Chair of the Company”** means the chair of the Company appointed by the Directors in accordance with Article 18(11) below;

**“Chief Executive”** means the chief executive officer of the Company appointed by the Directors in accordance with Article 32 below;

**“Clear Days”** (in relation to the period of a notice) means 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;

**“Delegate”** means a duly appointed representative of an Affiliated Club or of an Associated Body permitted by the Directors to be represented and to vote at general meetings of the Company on behalf of that Affiliated Club or Associated Body;

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

**“Elected Director”** means one of the seven Directors elected from the Company’s membership in accordance with these Articles;

**“Executed”** includes any mode of execution;

**“Independent Director”** means a person who is an independent director of the Company in accordance with these Articles, either ex officio or by appointment;

**“Member”** means an individual admitted to membership of the Company pursuant to Articles 7(1) below and 7(2) hereof;

**“Month”** means a calendar month;

**“Office”** means the registered office of the Company;

**“President”** means an Elected Director who is further elected to represent the Company as its titular and functional head in all public affairs.

**“Qualifying Voting Member”** means any Member (excluding the electoral officer appointed under the Bye Laws) who is a fully paid-up Voting Member and whose name is entered on the Roll on the Qualifying Date (as fixed under the Bye Laws) in relation to the ballot in question;

**“Roll”** means the register of Members and Affiliated Clubs kept by the Company;

**“Secretary”** means such person that the Directors may from time to time appoint to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;

**“Voting Member”** means a Member who has attained the age of legal capacity in Scotland.

**“In Writing”** means written, printed or emailed or published on a website.

- (2) Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company. Words implying the singular shall include the plural number and vice versa; and words implying the masculine gender shall include the feminine gender.

## **2. COMPANY NAME**

- (1) The name of the company (hereinafter called “The Company”) is SCOTTISH FENCING LIMITED.

### **3. REGISTERED OFFICE**

(1) The registered office of the Company will be in Scotland.

### **4. OBJECTS**

(1) The objects for which the Company is established are:

- a) to act as the controller and governing body of the sport in fencing in Scotland;
- b) to promote and develop the sport of fencing in Scotland;
- c) to promote the education of persons resident in the Scotland in the sport of fencing and in activities associated with the practice of the same;
- d) to co-ordinate the annual calendar of Company events and organise the Scottish Fencing Championships and any other events that are the responsibility of the Company to organise;
- e) to be an Associated Member of and co-liaise with the British Fencing Association or such other successor body responsible for the organisation of international fencing in Great Britain, the Commonwealth Fencing Federation and any other appropriate international bodies.
- f) to support, select and manage those individuals and teams representing Scotland;
- g) to liaise with any government and sporting agencies in Scotland and where necessary, Great Britain;
- h) so far as the same are consistent with the above objects to have all the powers of a general trading company;
- i) to do such things as the Directors consider to be in the best interests of the Company;
- j) to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them;
- k) and it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause 4 (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraph or the order in which the same occur in these Articles.

### **5. INCOME**

(1) The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in 4(1) above and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Company. PROVIDED THAT nothing here in shall prevent:

- a) any payment in good faith by the Company of reasonable and proper remuneration to any person in return for any services actually rendered to the Company and of legitimate out-of-pocket expenses incurred in carrying out duties in connection with the activities of the Company;
- b) the award in good faith of any prize to any competitor, or entrant at a contest and any payment towards the costs of preparation and training of any person; and

- c) the payment of interest on any money lent by any Member of the Company at a rate per annum not exceeding 4% above the base rate for the time being of The Bank of Scotland or reasonable and proper rent for premises demised or let by any Member of the Company.

## **6. LIABILITY OF MEMBERS**

- (1) The liability of Members is limited.
- (2) Every Member (or their legal guardian, if they have not reached the age of Legal Capacity) undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of contributories among themselves, such amount as may be required not exceeding £1.
- (3) If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to those of the Company and which shall, in accordance with its constitution prohibit the distribution of its or their income and property amongst its members to an extent at least as great as is imposed upon the Company under or by virtue of clause 5 hereof, such institution or institutions to be determined by the Members of the Company in the absolute discretion of the Members of the Company at or before the time of dissolution, and if and in so far as effect cannot be given to the aforesaid provision then to some charitable object.

## **7. MEMBERS**

- (1) The Company shall have such classes of membership and such classes of affiliation, each enjoying such privileges, as are laid down in the Bye-Laws.
- (2) Any individual shall, subject to the rules set out in the Bye-Laws and to the discretion of the Directors, be admitted as a Member of the Company upon paying the appropriate subscription. The name of such person shall duly be entered on the Roll.
- (3) Any fencing club shall, subject to the rules set out in the Bye-Laws and to the discretion of the Directors, be affiliated to the Company upon making written application in the prescribed manner, paying the appropriate subscription.
- (4) The Directors shall, in their absolute discretion, be entitled to suspend or expel an Affiliated Club.
- (5) The Directors may appoint any body of persons to be an Associated Body of the Company upon such terms as they make think fit but subject to the provisions of these Articles and shall have the absolute power to remove the same.
- (6) Every Member, Affiliated Club or Associated Body shall pay such subscription as determined in the Bye-Laws
- (7) No Member, Affiliated Club or Associated Body, whose subscription (if any) is unpaid, shall be entitled to any privileges of membership, affiliation or Company (as the case may be).
- (8) Any person on agreeing to become and having been accepted as a Member, and any club or organisation on agreeing to become and having been accepted as an Affiliated Club or Associated Body, shall be bound by these Articles.

- (9) Any Member, Affiliated Club or Associated Body shall be entitled to resign from the Company on giving at least 14 days' notice in Writing to the person from time to time nominated by the Directors as the membership secretary but the Company shall not be obliged to repay any part of any subscription paid by the retiring member, and if no subscription has been paid the retiring member will remain liable to pay the whole of the subscription in respect of the period during which (or part thereof) they were members of the Company.
- (10) Membership, Affiliation and Association is not transferable and Membership will be terminated when a member dies or ceases to exist.

## **8. DISCIPLINARY POWERS AND PROCEDURES**

- (1) The Directors shall have the power to discipline in such manner as they see fit a Member who, or Affiliated Club or Associated Body which, has been guilty of conduct considered by the Directors to be disgraceful or prejudicial to the interests of the Company or in breach of these Articles. The power to discipline shall include the power, by a resolution passed by not less than two-thirds of the total number of Directors, to expel any Member, Affiliated Club or Associated Body from the Company.
- (2) The Directors shall have power to:
  - a) appoint and constitute a Disciplinary Committee;
  - b) make such terms of reference and regulations as they consider fit for the conduct and proceedings of such Disciplinary Committee and;
  - c) delegate to the Disciplinary Committee all the powers of the Directors with regard to disciplinary matters.

## **9. GENERAL MEETINGS**

- (1) The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member may call a general meeting.

## **10. NOTICE OF GENERAL MEETINGS**

- (1) General meetings shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety percent of the total voting rights at the meeting of all the Members
- (2) The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.
- (3) Subject to the provisions of the Articles and to any restrictions imposed on any class of membership, the notice shall be given to all the Members, Affiliated Clubs, Associated Bodies, the Directors and auditors.
- (4) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## 11. PROCEEDINGS AT GENERAL MEETINGS

- (1) The quorum for the transaction of business at a general meeting shall be ten Voting Members and/or Delegates.
- (2) Directors who are not Members of the Company may attend General Meetings and, with the consent of the Chair, may address the meeting.
- (3) Certain advisors to the Company, for example the Company's lawyer, accountant or representative of a funding body, may be invited to attend General Meetings by the Board and, with the consent of the Chair, may address the meeting.
- (4) Attendance at and participation in a General Meeting may include attendance and participation by means of telephone or video conference.
- (5) The Chair of the Company or, in his absence, some other Director nominated by the Directors shall preside as Chair of the meeting, but if neither the Chair nor such other Director (if any) be 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 be Chair but if no Director shall be present or willing to preside at such meeting, the Voting Members present shall choose one of their number to preside at the meeting.
- (6) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- (7) The chairman of the meeting may adjourn a general meeting at which a quorum is present if;
  - a) the meeting consents to an adjournment, or
  - b) it appears to the chairman 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.
- (8) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (9) When adjourning a general meeting, the chairman of the meeting must;
  - a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (10) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given);
  - a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - b) containing the same information which such notice is required to contain.
- (11) 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.

## 12. VOTING AT GENERAL MEETINGS

- (1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
  - a) by the Chair; or
  - b) by at least two Voting Members; or
  - c) by a Member or Members representing not less than one---tenth of the total voting rights of all the Members having the right to vote at the meeting.
- (2) Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (3) At any general meeting of the Company each Voting Member present in person and each Delegate who is present in person and whose written nomination signed by a duly authorised officer of the Affiliated Club or Associated Body he represents shall have reached the Office prior to the start of the meeting shall have one vote, except that:
  - a) upon a poll being taken a Delegate who is also a Voting Member may vote both as a Delegate and as a Member;
  - b) upon a poll being taken a Delegate duly nominated by two or more Affiliated Clubs or Associated Bodies shall have one vote for each such Affiliated Club or Associated Body he represents; and
  - c) no Voting Member or Delegate shall be entitled to vote unless any subscription then outstanding and payable to the Company by him or by the Affiliated Club or Associated Body he represents (as the case may be) has been duly paid.
- (4) The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- (5) A poll shall be taken as the Chair directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (6) A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- (7) No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- (8) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

### 13. AMENDMENTS TO RESOLUTIONS

- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if;
  - a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if;
  - a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (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.

### 14. PROXY VOTING

- (1) The appointment of a proxy shall be Executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

*“Scottish Fencing Limited*

*I, \_\_\_\_\_, of \_\_\_\_\_ being a Voting Member of the Company, hereby appoint the Chair of the meeting or failing him, \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote in my name and on my behalf at the meeting of the Company to be held on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and at any adjournment thereof.*

*Signed:*

*Dated:           ”*



- (2) Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

*“Scottish Fencing Limited*

*I, \_\_\_\_\_, of \_\_\_\_\_ being a Voting Member of the Company, hereby appoint the Chair of the meeting or failing him, \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote in my name and on my behalf at the meeting of the Company to be held on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and at any adjournment thereof. This form is to be used in respect of the resolutions mentioned below as follows:*

*Resolution No. 1 \*for \*against  
Resolution No. 2 \*for \*against  
\*Strike out whichever is not desired.*

*Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.*

*Signed:*

*Dated:”*

- (3) The appointment of a proxy and any authority under which it is Executed or a copy of such authority certified notarially or in some other way approved by the Directors may:
- a) In the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting 48 hours prior to the start of the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
    - (I) in the notice convening the meeting, or
    - (II) in any instrument of proxy sent out by the Company in relation to the meeting, or
    - (III) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,be received at such address 48 hours prior to the start of the meeting or adjourned meeting at which the person named in the appointment proposes to vote and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

## **15. NUMBER OF DIRECTORS**

- (1) Subject to the possible appointment of two Additional Directors under 18(6) below the maximum number of Directors shall be nine, of whom seven (including the “President”) shall be Elected Directors as provided below, and up to two further Directors shall be appointed by the Elected Directors as Independent Directors being the Finance Director and one other Independent Director.

## **16. POWERS OF DIRECTORS**

- (1) Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- (2) 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, including authority for the agent to delegate all or any of his powers.

## **17. DELEGATION OF DIRECTORS' POWERS**

- (1) The Directors may delegate any of their powers to any person or people they see fit (“a Committee”). They may also delegate to any Director such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a Committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

## **18. ELECTION, APPOINTMENT AND RETIREMENT OF DIRECTORS**

- (1) If there are more candidates for election to the seven Elected Directorships than there are vacancies there shall be an election by ballot in which all Qualifying Voting Members will be entitled to participate.
- (2) If there is more than one candidate for election to the post of President there shall be an election by ballot in which all Qualifying Voting Members will be entitled to participate.
- (3) Such ballots shall be conducted in accordance with these Articles and subject thereto in accordance with the Bye-Laws and with such regulations as may be made by the Directors in relation to the administrative procedures for the holding of the ballots.
- (4) If the number of candidates for election does not exceed the number of vacancies, such candidate or candidates shall be deemed to have been elected.
- (5) No challenge to the result or the validity of the ballots, on any grounds whatsoever, shall be entertained unless received in Writing by the electoral officer, appointed in accordance with the Bye-Laws, not later than 15 working days after the date on which notice of the result of the election is served on the candidates.

- (6) The Directors shall appoint up to two Independent Directors in accordance with the description at Article 15 above, on such terms and for such period as they think fit to provide the Board with such skills and expertise as the Directors judge will further the interests of the Company. The appointment of each Independent Director shall be subject to the approval of that appointment at the next Annual General Meeting of the Company following that appointment.
- (7) No person may be appointed to be an Independent Director (who may be a Member and who may be a member of any Affiliated Club or Associated Body) if he or she:
  - a) is an employee of the Company;
  - b) has any other contractual relationship with the Company or any Affiliated Club or Associated Body, except for any Directors' Agreements which may be entered into between the Company and the Independent Directors, which agreement shall be in terms appropriate for Independent directors and which do not compromise their independence;
  - c) has any other material relationship with the Company or any such club or body which could impair their impartiality or the perception of impartiality; or
  - d) has been in any position described in (a), (b) or (c) at any time within four years preceding the date of appointment.
- (8) An Independent Director who ceases to satisfy the requirements set out in paragraph (7) above must vacate his position forthwith.
- (9) The Directors may, at any time and from time to time, appoint any person to be a director to fill a casual vacancy. Any Director so appointed shall retire from office at the conclusion of the next following annual general meeting of the Company but shall then be eligible for election.
- (10) A person may be appointed as an Independent Director at any time when there is a Vacancy for an Independent Director.
- (11) The Directors shall appoint one of their number to be the Chair of the Company on such terms as they deem appropriate (and usually for a four year period, at the discretion of the Directors). The duties of the Chair of the Company shall include chairing all meetings of the Directors and General Meetings of the Company (unless unavailable or unwilling for any bona fide reason to do so).
- (12) The Directors may appoint a Chief Executive on such terms as they deem appropriate and may delegate to the Chief Executive such functions as they from time to time deem appropriate in accordance with the provisions of Article 17.
- (13) The Directors shall monitor regularly whether the characteristics of the Directors reflect the characteristics of the membership. Should the Directors, in their absolute discretion, decide that this is not the case, the Directors may appoint one or two Additional Directors to address any under-representation of any particular group of Members sharing a characteristic. In this Article 'characteristic' refers to sex, age, race, religion or belief, sexual preference or any other characteristic that is defined as a "protected characteristic" under the Equality Act 2010 as amended from time to time. The Additional Directors will be required to become Members.
- (14) The Company may, in accordance with the provisions relating to the removal of Directors set out in the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between him and the Company and may, if thought fit, by such a resolution, appoint another person in his stead and any person so appointed shall, for the purpose of determining the time at which he or any other Director is to retire by rotation, be

deemed to have become a Director on the date of the last election or appointment of the Director in whose place he is appointed.

- (15) Each Elected Director shall be elected to office for a term of four years and no Director shall be elected for more than two consecutive terms and shall be prohibited from standing for election for a third consecutive term.

## **19. DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- (1) The office of a Director shall be vacated if:
- a) he ceases to be a Director by virtue of any provision of the Act or by these Articles or he becomes prohibited by law from being a Director; or
  - b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - c) 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
  - d) he resigns his office by notice to the Company; or
  - e) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
  - f) if shall be requested in Writing by all his co-Directors to resign; or
  - g) if he is removed by an ordinary resolution of the Company in the manner provided for in ; or
  - h) if, being an Independent Director, he ceases to fulfil the requirements of Article 18(7) above

## **20. CALLING A DIRECTORS MEETING**

- (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any directors' meeting must indicate—
- a) its proposed date and time;
  - b) where it is to take place; and
  - c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **21. CHAIRING OF DIRECTORS MEETINGS**

- (1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

## **22. CASTING VOTE**

- (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **23. PROCEEDINGS OF DIRECTORS**

- (1) Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors by giving 7 days notice in Writing to be served on all the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
- (2) The quorum for the transaction of the business of the Directors shall be 5 and must include a majority of Elected Directors. Directors participate in a meeting of Directors when the meeting has been called and takes place in accordance with the Articles and they can communicate to the other Directors any information or opinions they have on any particular item of the business of the meeting. In determining whether Directors are participating in a meeting it is irrelevant where any Director is or how they communicate with each other. If all the Directors participating in a meeting are not in the same place, the meeting is treated as taking place wherever the chair of the meeting is.
- (3) The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- (4) All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- (5) A resolution in Writing agreed by a simple majority of all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a

meeting of the Directors or (as the case may be) a committee of Directors duly convened and held provided that:

- a) a copy of the resolution is sent or submitted to all the Directors eligible to vote; and
- b) a simple majority of Directors has signified its agreement to the resolution in an authenticated document or documents which are received at the Office within the

## **24. CONFLICTS OF INTEREST**

- (1) In accordance with the conflicts of interest policy from time to time adopted by the Directors (or in the absence of such a policy, in accordance with these Articles), a Director must declare the nature and extent of any interest, direct or indirect, which s/he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.
- (2) At any meeting of the Directors, any person present having a financial or other personal interest (whether direct or indirect) in a subject under discussion shall, at the start of that meeting, declare his interest and withdraw from that part of the meeting when the subject is discussed (unless agreed otherwise by the remaining Directors present in accordance with the conflict of interest policy from time to time adopted by the Directors or, in the absence of such a policy, by way of simple majority of the remaining Directors).
- (3) A register of pecuniary interests of Directors shall be kept at the Office and any pecuniary interests (both direct and indirect) shall be recorded and disclosed therein.
- (4) If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

## **25. SECRETARY**

- (1) Subject to the provisions of the Act, the Directors may appoint a Secretary for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

## **26. MINUTES**

- (1) The Directors shall cause minutes to be made in books kept for the purpose:
  - a) of all appointments of officers made by the Directors; and
  - b) 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.

## **27. RECORDS OF DECISIONS TO BE KEPT**

- (1) 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.

## **28. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

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

## **29. ACCOUNTS**

- (1) No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

## **30. NOTICES**

- (1) Any notice to be given to or by any person, Associated Body or Affiliated Club pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in Writing to an address being notified from time to time for that purpose to the person giving the notice.
- (2) The Company may give any notice to a Member either personally or in Writing to the Member, Associated Body or Affiliated Club at his Address. A Member whose postal address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
- (3) A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- (4) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

## **31. INDEMNITY**

- (1) Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any

application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

### **32. CHIEF EXECUTIVE OFFICER**

- (1) The Directors may appoint an individual as chief executive officer or similar on such terms as they deem appropriate and may delegate such functions as they from time to time deem appropriate in accordance with the provisions of Article 17 above;

### **33. BYE-LAWS**

- (1) The Directors shall have the power from time to time to make, alter, add to, and revoke Bye-Laws for the carrying out the objects of the Company, provided nevertheless that no Bye-Law shall be inconsistent with anything contained in these Articles. So long as such Bye-Laws are in force they shall be binding on all Members, Affiliated Clubs and Associated Bodies of the Company.

### **34. AUDIT**

- (1) The provisions of the Act as to the appointment, powers, rights, remuneration and duties of the auditor shall be complied with and subject to the provisions of the Act, all acts done by any person acting as auditor shall as regards all persons dealing in good faith with the Company be valid, notwithstanding that there was some defect in his appointment or that he was at the time of this appointment not qualified for appointment.

### **35. ALTERATION OF ARTICLES**

- (1) None of these Articles shall be altered or added to except by a resolution of the Company passed in general meeting by not less than three-quarters of the votes cast by Voting Members and Delegates present in person or by proxy at the meeting at which the special resolution is tabled.

### **36. DISPUTES AND MATTERS NOT PROVIDED FOR**

- (1) If any dispute shall arise as to the interpretation of these Articles or the need arises to deal with any matter not provided for in these Articles, reference shall be made to the Chair who shall refer the same to the Directors whose decision shall be binding on all parties.