



Company number: 06582489

**BRITISH AMATEUR BOXING ASSOCIATION
LIMITED**

**A private company limited by guarantee and not
having a share capital**

**ARTICLES OF ASSOCIATION
adopted on 10 June 2013**

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Company number: 06582489

**PRIVATE COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
BRITISH AMATEUR BOXING ASSOCIATION LIMITED
(adopted by special resolution passed on 10 June 2013)**

1. Definitions and interpretation

1.1 In these Articles the following definitions will apply:

"Act"	the Companies Act 2006;
"Business Day"	any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;
"Director"	a duly appointed director of the Company for the time being;
"Eligible Director"	a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in article 8 of the Model Articles shall be construed accordingly;
"Encumbrance"	any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising;
"High Performance"	all activities, functions and matters of whatsoever nature regarding British amateur boxing as shall relate to those athletes competing as are eligible to compete by ability in olympic, world or european, senior, junior and youth competitions under the auspices of relevant bodies;
"Home Nations Director"	a Director appointed pursuant to article 9;
"Home Nations Member"	a Member specifically authorised to act in compliance with the provisions of these articles of association by the governing body of each National Association and appointed as a Member pursuant to article 5.3;
"Independent Chairman"	the independent chairman of the Directors appointed pursuant to article 8;

"Independent Director"	an independent Director appointed pursuant to article 10;
"Member"	a registered member of the Company from time to time, as recorded in the register of members of the Company;
"Model Articles"	the model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the date of adoption of these Articles; and
"National Associations"	each of the Amateur Boxing Association of England, Amateur Boxing Scotland Limited and Wales Amateur Boxing Association.

- 1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.
- 1.3 In these Articles a reference to:
- 1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;
 - 1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);
 - 1.3.3 writing includes any mode of reproducing words in a legible and non-transitory form;
 - 1.3.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and
 - 1.3.5 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act.
- 1.4 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member.

2. **Objects of the Company**

2.1 The Company's objects are:

2.1.1 to act as a constitutional partnership for all British amateur boxing and any other activity which from time to time fall within the jurisdiction of the Company and as such:

2.1.1.1 with reference to the high performance aspects of British boxing to:

2.1.1.1.1 administer and control the Great Britain and international affairs of the World Class Performance Programme according to the provisions of these Articles (and rules made thereunder) for the benefit of its Members and of amateur boxing as a whole and subject to any funding agreement (should one apply) from UK Sport or its succeeding organisation;

2.1.1.1.2 determine policies in all aspects of high performance;

2.1.1.1.3 establish, construct, maintain, equip, administer and deliver the World Class Performance plan in Great Britain for all or any of the amateur boxing activities;

2.1.1.1.4 with the support of Members promote such domestic championships and competitions as are required within a high performance remit to include British championships and trials;

2.1.1.1.5 with the support of Members promote such international championships or competitions as are appropriate within its high performance remit;

2.1.1.1.6 with the support of Members act as the nominating or selecting body, as the case may be, for Great Britain teams in olympic, world, european or any other events where Great Britain is the competing nation;

2.1.1.2 with reference to all levels of the British amateur boxing to:

2.1.1.2.1 administer and control British amateur boxing all levels within its jurisdiction according to these Articles (and rules made thereunder) for the benefit of its Members and of British amateur boxing as a whole;

2.1.1.2.2 represent Great Britain in international affairs and to affiliate to all relevant international bodies as considered appropriate;

2.1.1.2.3 ensure that each of the National Associations jointly adopt a common policy within its jurisdiction for the regulating, maintaining and

enforcing of doping control in all amateur boxing at all levels and assign full responsibility to the Company to manage such controls whilst all athletes are undertaking GB duties.

- 2.1.1.2.4 ensure that each of the National Associations maintain a common disciplinary code and undertake to abide by an appropriate judicial system and to regulate the activities of its members when competing, training or otherwise under the jurisdiction of GB in order to meet its liabilities to the International Olympic Committee (IOC), and all other organisations relevant from time to time; All disciplinary matters shall be referred to the Company's disciplinary committee for ruling which shall be taken as final by all National Associations;
 - 2.1.1.2.5 appoint delegates to forums whether international or domestic where Great Britain is the representative;
 - 2.1.1.2.6 accept responsibility for carrying out any functions which may be transferred from time to time to the Company on such terms as may be agreed unanimously between the Members and the Company;
- 2.1.1.3 with reference to any or all of its objectives to manage its activities and finances and as such:
- 2.1.1.3.1 to carry on any other trade or business whatever which can in the opinion of the Directors be advantageously carried on in connection with or ancillary to any of the business of the Company'
 - 2.1.1.3.2 to purchase or by any other means acquire and take options over any property whatever, and rights or privileges of any kind over or in respect of any property;
 - 2.1.1.3.3 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
 - 2.1.1.3.4 to acquire or undertake the whole or any part of the business, goodwill, and assets of any

person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire any interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain, or sell mortgage and deal with any shares, debentures, debenture stock or securities so received;

- 2.1.1.3.5 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 2.1.1.3.6 to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- 2.1.1.3.7 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and surety ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);
- 2.1.1.3.8 to raise funds, whether by levying of contributions by the Company through its constituent National Association by means of donations from companies and other business concerns or from charities, by private or public

appeals or otherwise, and to seek any form of assistance, sponsorship or grant from government, municipal, commercial or private sources or from any national or international sport, welfare, educational, social or cultural organisation for or on behalf of the Company, or any person or body of persons pursuing any object which the Company is authorised to carry on, and to take and accept gifts of property, whether subject to any special trust or not, for the objects of the Company;

2.1.1.3.9 to recruit and assist in the recruitment of voluntary workers in and for the Company and to retain or employ professional or technical advisers in connection with the objects of the Company and to pay reasonable and proper fees for their services;

2.1.1.3.10 to make any financial grant or award and to enter into any contract or arrangement for the provision to any person or body and generally to do all such things as may further the objects of the Company whilst protecting any such investment by the presence of a contract for the athlete to commit whereby such investment is protected on any premature conversion from amateur to professional status;

2.1.1.3.11 to borrow and raise money in any manner and to secure the repayment of any money borrowed, railed or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company or any obligation or liability it may undertake or which may become binding on it;

2.1.1.3.12 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills or exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;

2.1.1.3.13 to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem

calculated directly or indirectly to prejudice the Company's interests;

- 2.1.1.3.14 to enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions;
- 2.1.1.3.15 to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world;
- 2.1.1.3.16 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 2.1.1.3.17 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- 2.1.1.3.18 to sell or otherwise dispose of the whole or any part of the business or property of the Company any, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same provided that the unanimous approval of the Members shall be required for any transaction of a value greater than ten thousand pounds;

- 2.1.1.3.19 to act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts;
- 2.1.1.3.20 to remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient;
- 2.1.1.3.21 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contact with any person, firm or company to pay same;
- 2.1.1.3.22 to support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carried on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the spouses, surviving spouses, children and other relatives and dependents of such persons and to such other persons as may be approved by the Directors; to make payment towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law); and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their spouses, surviving spouses, children and other relatives and dependants; and of such other persons as may be approved by the Directors and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company;
- 2.1.1.3.23 to procure the Company to be registered or recognised in any part of the world;

2.1.1.3.24 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;

2.1.1.3.25 to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them;

2.1.1.3.26 And so that:

(a) none of the objects set forth in this Article shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause or by reference to or inference from the name of the Company;

(b) none of the objects specified in this Article shall be deemed subsidiary or ancillary to any of the objects specified in any other paragraph in this Article and the Company shall have as full a power to exercise each and every one of the objects specified in each paragraph in this Article as though each such paragraph in this Article contained the objects of a separate company.

3. Restriction on distribution of assets

3.1 The income and property of the Company shall be applied solely towards the promotion of the objects set out in article 2 above and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members.

3.2 No Director shall be paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, provided that nothing in this article 3 shall prevent any payment in good faith by the Company:

3.2.1 of the usual professional charges for business done by any Director (or any person connected with a Director in accordance with section 252 of the Act) who is a solicitor, accountant or other person engaged in a profession when instructed by the Company to act in a professional capacity on its behalf provided that:

3.2.1.1 at no time shall a majority of the Directors benefit under this provision; and

- 3.2.1.2 a Director shall withdraw from any meeting at which his or her appointment or remuneration (or that of any person connected (as aforesaid) with him) is under discussion;
 - 3.2.2 of reasonable and proper remuneration for any services rendered to the Company by any Director who is also an employee of the Company;
 - 3.2.3 of interest on money lent to the Company by any Member or Director at a reasonable and proper rate per annum;
 - 3.2.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Director may also be a member holding not more than 3% of the capital of that company;
 - 3.2.5 of reasonable and proper rent or hiring fee for premises demised or let or other property let or hired by any Member or a Director; or
 - 3.2.6 to any Director of reasonable out-of-pocket expenses incurred in connection with the business of the Company.
- 3.3 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property or operating surplus whatsoever, the same shall not be distributed among the Members of the Company but shall be given or transferred to some other body having objects similar to those of the Company which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by this article 3 above, chosen by the Members of the Company at or before the time of dissolution and, if that cannot be done for any reason, then to some other body nominated by the Directors.

4. **Liability of Members**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- 4.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 4.2 payment of the costs, charges and expenses of winding up; and
- 4.3 adjustment of the rights of the contributories among themselves.

5. **Members**

5.1 The subscribers to the memorandum of association of the Company, and such other persons as are admitted to membership in accordance with these Articles shall be Members. No person shall be admitted as a Member unless his application for membership and appointment as a Director is approved by the Directors. Every person who wishes to become a Member shall deliver to the Company:

- 5.1.1 a duly executed application for membership in such form as the Directors may require; and
- 5.1.2 if that person is not already a Director, an application to be a Director.

- 5.2 A Member may at any time withdraw from the Company by giving not less than 20 Business Days' notice to the Company in writing. On ceasing to be a Member, the withdrawing Member's office as a Director shall automatically be vacated.
- 5.3 Each National Association shall be entitled to appoint two persons to be a Member and each such appointee shall be a Home Nations Member.
- 5.4 A Member may be removed from the Company by special resolution of the Members.
- 5.5 Membership is not transferable and shall automatically cease upon the occurrence of any of the following events:
- 5.5.1 in the case of an individual Member:
- 5.5.1.1 the death of that Member;
- 5.5.1.2 an order being made for the bankruptcy of that Member or a petition being presented for such bankruptcy which petition is not withdrawn or dismissed within 10 Business Days of being presented;
- 5.5.1.3 the Member convening a meeting of his creditors or circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
- 5.5.1.4 the Member being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1968);
- 5.5.1.5 any step being taken for the appointment of a receiver, manager or administrative receiver over all or any material part of the Member's assets, or any other steps being taken to enforce any Encumbrance over all or any material part of the Member's assets;
- 5.5.1.6 any proceedings or orders equivalent or analogous to any of those described in articles 5.5.1.2 to 5.5.1.5 above occurring in respect of the Member under the law of any jurisdiction outside England and Wales; or
- 5.5.1.7 that Member suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents that Member from personally exercising any powers or rights which that Member would otherwise have; and
- 5.5.2 in the case of a Home Nations Member, the National Association who appointed that Home Nations Member failing to have acknowledged (in compliance with its own governance requirements) that it is bound by these Articles.
- 5.6 Articles 21 and 22 of the Model Articles shall not apply to the Company.
- 6. General meetings**
- 6.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is

voted upon. The following members, present together either in person or by proxy shall be a quorum:

- 6.1.1 the Chief Executive Officer;
 - 6.1.2 the Independent Chairman;
 - 6.1.3 2 Independent Directors; and
 - 6.1.4 3 Home Nations Members.
- 6.2 Article 27 of the Model Articles shall be amended by the addition of the following as a new paragraph 27(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved.
- 6.3 Article 25 of the Model Articles shall not apply to the Company.
- 6.4 A poll may be demanded at any general meeting by:
- 6.4.1 the chairman; or
 - 6.4.2 not less than 5 Members present (in person or by proxy) and entitled to vote on the relevant resolution.
- Article 30(2) of the Model Articles shall not apply to the Company.
- 6.5 Article 30(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made."
- 6.6 Article 31(1) of the Model Articles shall be amended as follows:
- 6.6.1 by the deletion of the words in Article 31(1)(d) and the insertion in their place of the following: "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and
 - 6.6.2 by the insertion of the following as a new paragraph at the end of Article 31(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion, accept the proxy notice at any time before the meeting."
- 6.7 The Company shall not be required to give notice of a general meeting to a Member:
- 6.7.1 whose registered address is outside the United Kingdom unless he has provided an address for service within the United Kingdom; or
 - 6.7.2 for whom the Company no longer has a valid United Kingdom address.

7. **Appointment and removal of Directors**

- 7.1 Unless and until determined otherwise by special resolution of the Company, the number of Directors (other than alternate directors) shall not be less than 7 (consisting of at least the Chairman, the Chief Executive, 2 Independent Directors and 3 Home Nations Directors) nor more than twelve. Article 17(1) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "provided that the appointment does not cause the number of

directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors."

- 7.2 The board of directors shall consist of:
- 7.2.1 the Chief Executive Officer;
 - 7.2.2 4 Independent Directors;
 - 7.2.3 6 Home Nations Members; and
 - 7.2.4 the Independent Chairman.
- 7.3 Any person who has been nominated to be a Director shall deliver to the Company:
- 7.3.1 an application to be a Director; and
 - 7.3.2 a duly executed application for membership in such form as the Directors may require.
- 7.4 No person shall be appointed as a Director unless he is also a Member. Such appointment shall be approved by the Members in accordance with Article 5.1. The office of a Director shall automatically be vacated upon that Director ceasing to be a Member.
- 7.5 The office of a Director shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon:
- 7.5.1 that Director failing to take part in any directors' decisions for a period of more than 6 consecutive months and the Directors resolving that his appointment as a Director should terminate (and the director in question shall not be an "Eligible Director" for the purposes of such resolution of the Directors); or
 - 7.5.2 Members together, representing more than 75% of the total voting rights of all the Members requesting his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company (or another address nominated by the Directors for this purpose) and the resignation shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

Article 18 of the Model Articles shall be extended accordingly.

8. **Appointment and removal of Independent Chairman**

- 8.1 The Directors may appoint any person who is not already a Director who is willing to act as the Chairman of the Directors, subject to and in accordance with the articles 8.2 to 8.9 below.
- 8.2 The Directors will first conduct an open and transparent recruitment process by advertising for the position widely (to include at least advertisements on the websites of the Company, UK Sport and the Sport and Recreation Alliance).
- 8.3 The Directors will establish a nomination committee ("**Chair Nomination Committee**") constituted by three Directors, one of whom should be a Home Nations Director, two of whom should be Independent Directors.
- 8.4 The Chair Nomination Committee will consider the candidates who have applied

following the recruitment process set out in Article 8.2 and any other suitable candidates and will then recommend to the Directors a candidate to serve as Chairman.

- 8.5 All candidates:
- 8.5.1 must be fully independent of any National Association;
 - 8.5.2 must not have been a Home Nations Director at any time during the four years immediately prior to their appointment; and
 - 8.5.3 both at the point of nomination or appointment and during the term of office as Independent Chairman, must not serve in any capacity with any National Association.
- 8.6 The Independent Chairman must be appointed with the approval of a simple majority (50%) of the Directors. The candidate for Chairman shall not vote on his/her own appointment and shall not be counted in the quorum for any such vote.
- 8.7 The Independent Chairman will serve for a term of four years before the Directors must consider re-election and for a maximum aggregate term of eight years. Any previous period served by the Independent Chairman as an Independent Director shall count towards the maximum term allowed for that Independent Chairman.
- 8.8 On the date following six months before the expiry of the first term of office the Directors may resolve that the Independent Chairman continues in office without any further nominations.
- 8.9 Any resolution of the Directors to remove the Independent Chairman must be circulated in writing to all of the Directors 21 days before the date scheduled for the meeting of the Directors to consider such resolution. Any resolution presented without such advance written notification will not be validly passed.
- 8.10 The Independent Chairman shall be entitled to make representations to the Directors prior to them voting on any resolution to remove him from office, save that the Directors may (in their absolute discretion) set the form and timetable of such representations to enable efficient proceedings.
- 8.11 Any resolution of the Directors to remove the Independent Chairman will only be valid if passed by 75% in number of the Directors present at the quorate meeting.
- 9. Appointment and removal of Home Nations Directors**
- 9.1 Any Home Nations Member may, from time to time and on more than one occasion appoint up to two people to be Directors and from time to time and on more than one occasion, remove any such person appointed by him. Any appointment or removal pursuant to this article 9.1 shall be made by notice in writing to the Company. Such notice must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.
- 9.2 If any Home Nations Director is removed pursuant to section 168 CA2006 or otherwise the relevant Home Nations Member may reappoint him or any other person as a Director.

10. **Appointment and removal of Independent Directors**

- 10.1 The Directors may appoint any independent person up to a maximum of four persons at any time who is willing to act as an Independent Director, subject to and in accordance with the articles 10.2 to 10.10 below.
- 10.2 The Directors will first conduct an open and transparent recruitment process by advertising for the position widely (to include at least advertisements on the websites of the Company, UK Sport and the Sport and Recreation Alliance).
- 10.3 The Directors will establish a nomination committee ("**Independent Directors Nomination Committee**") constituted by three Directors, one of whom should be the Independent Chairman, one of whom should be a Home Nations Director and one of whom should be an existing Independent Director (or in the absence of any existing Independent Director, a Director nominated by a majority of the Directors).
- 10.4 The Independent Directors Nomination Committee will consider the candidates who have applied following the recruitment process in article 10.2 and any other suitable candidates and recommend to the Directors a candidate for Independent Directors.
- 10.5 All candidates must be fully independent of any National Association and must not serve in any capacity at the point of nomination or appointment and during the term of office of Independent Director with any National Association.
- 10.6 An Independent Director must be appointed with the approval of a simple majority (50%) of the Directors.
- 10.7 Each Independent Director will serve for a term of four years before the Directors must consider re-election and for a maximum aggregate term of eight years.
- 10.8 On the date following six months before the expiry of the first term of office the Directors may resolve that the Independent Director continues in office without any further nominations.
- 10.9 Any resolution of the Directors to remove the Independent Director must be circulated in writing to all of the Directors 21 days before the date scheduled for the meeting of the Directors to consider such resolution. Any resolution presented without such advance written notification will not be validly passed.
- 10.10 The Independent Director shall be entitled to make representations to the Directors prior to them voting on his resolution, save that the Directors may (in their absolute discretion) set the form and timetable of such representations to enable efficient proceedings.
- 10.11 Any resolution of the Directors to remove an Independent Director will only be valid if passed by 75% in number of the Directors present at the quorate meeting.

11. **Proceedings of Directors**

- 11.1 Save where the Company has a sole Director, the following directors, present together either in person or by telephone or video link shall be a quorum:
- 11.1.1 the Chief Executive Officer;
 - 11.1.2 the Independent Chairman;
 - 11.1.3 2 Independent Directors; and
 - 11.1.4 3 Home Nations Directors.

- 11.2 For the purpose of any meeting held to authorise a director's conflict of interest under article 13 the quorum for such meeting shall be all Eligible Directors. Article 11(2) of the Model Articles shall not apply to the Company.
- 11.3 If the number of votes for and against a proposal at a Directors' meeting are equal the Chairman shall have a casting vote, provided that the Chairman shall not have a casting vote if he is not an Eligible Director for the purposes of the relevant directors' decision. Article 13 of the Model Articles shall not apply to the Company.
- 11.4 The Directors are not permitted to appoint an alternate.
- 11.5 Article 4 of the Model Articles shall not apply to the Company.

12. **Transactions or other arrangements with the Company**

- 12.1 Subject to sections 177 and 182 of the Act and article 3.2, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company:
- 12.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 12.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;
- 12.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;
- 12.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 12.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 12.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.
- 12.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

13. **Directors' conflicts of interest**

- 13.1 The Directors may, in accordance with the requirements set out in this article 13, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").

- 13.2 Any authorisation under this article will be effective only if:
- 13.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 13.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
 - 13.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.
- 13.3 Any authorisation of a Conflict under this article 13 may (whether at the time of giving the authorisation or subsequently):
- 13.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 13.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
 - 13.3.3 be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 13.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
- 13.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
 - 13.4.2 use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.
- 13.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director:
- 13.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
 - 13.5.2 is not given any documents or other information relating to the Conflict; and
 - 13.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 13.6 Where the Directors authorise a Conflict:
- 13.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and

13.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

13.7 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

14. **Service of Documents**

14.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

14.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

14.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

14.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

14.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

14.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 14.1, no account shall be taken of any part of a day that is not a working day.

14.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

15. **Indemnity**

15.1 Subject to article 15.3, but without prejudice to any indemnity to which a relevant officer is otherwise entitled each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer,

relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company).

- 15.2 The Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 15.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 15.3 This article 15 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.
- 15.4 In this article 15 and in article 16:
- 15.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 15.4.2 a "**relevant officer**" means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

16. **Insurance**

- 16.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company.
- 16.2 Article 39 of the Model Articles shall not apply to the Company.