Scottish Wrestling Association Ltd (the "Company")

Articles of Association

Adopted pursuant to special resolution on 11 January 2020

1. Interpretation

1.1 In these Articles, the following words and expressions shall have the following meanings unless the context otherwise requires:

"**Act**" means the Companies Act 2006, including any statutory modification or re-enactment thereof for the time being in force.

"**Advisory Panel**" means the panel selected to attend and speak at the Board meetings.

"**Affiliated Organisation**" means any organisation which has signed a Cooperation Agreement with the Company.

"AGM" means the annual general meeting of the Company.

"**Articles**" means the articles of association of the Company as may be amended from time to time.

"**Auditors**" means the auditor appointed by the Company from time to time.

"Board" means the Board of Directors of the Company appointed in accordance with the Articles.

"**Chairperson**" means the chairperson of the Company appointed in accordance with the Articles.

"**Conflict**" means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company.

"Cooperation Agreement" means an agreement set out by the Board from time to time.

"**Directors**" mean appointees to the Board in pursuant of these Articles.

"Honorary Member" means any Member whom the Company considers has given exceptional services to the Company and/or the sport.

"**Individual Member**" means any natural person who has completed the application process set out in the Articles.

"**in writing**" means any form or mode of representation of words in a visible form.

"**Member**" means any member of the Company, being Affiliated Organisations, Honorary Members, Individual Members and Member Clubs.

"**Member Club**" means any legal entity or unincorporated association who has completed the application process set out in the Articles.

1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.3 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.4 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

1.5 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar express shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of (i) any subordinate legislation from time to time made under it; and (ii) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

2. Company

a) The Company's name shall be Scottish Wrestling Association Ltd.

b) The Company's trading name shall be Scottish Wrestling.

c) The liability of the Members of the Company shall be limited.

d) The registered office of the Company shall be situated in Scotland.

3. Objectives

The Company was established to act as the governing body for the sport of wrestling in Scotland and in particular:

a) to further and safeguard the interests of all stakeholders and to promote, foster, develop and administer the sport of wrestling in Scotland;

b) to support and recognise Member Clubs, athletes and Members and to be recognised by all relevant governmental and supporting bodies as being solely responsible for the control and governance of the sport of wrestling in Scotland;

c) to cooperate and affiliate with recognised wrestling governing bodies and other relevant partners and to protect, represent and advance the interests of its Members in dealing with the Scottish Government, local authorities in Scotland, **sport**scotland and other relevant parties;

d) to promote and source coaching, education, training, skills development, health and wellbeing, inclusion and community through wrestling, including establishing pathways for the coaching, education, training and development of young people from a grass roots level;

e) to arrange competitions and other events held within the auspices of the Company and ancillary commercial trading activities;

f) to select, nominate, train and manage athletes to participate and represent Scotland at wrestling events;

g) to employ the funds of the Company in the best interests of the sport of wrestling in Scotland;

h) to uphold the highest ethical, professional and other relevant standards and to comply with relevant policies laid out by **sport**scotland and other relevant partners;

i) to make, maintain and publish such policies and rules as may be necessary for the above objects; and

j) to oppose any unlawful discrimination of any kind on the grounds of age, race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or otherwise.

k) The Company, in its capacity as a member of the British Wrestling Association only and only for as long as the Company remains a member of the British Wrestling Association, will be bound by and comply (in such capacity only) with the British Wrestling Association's Articles of Association and Regulations (as defined in the British Wrestling Association's Articles of Association), both as may be amended from time to time. The Company acknowledges and agrees, and shall procure that each of its members and all persons and entities under its jurisdiction acknowledges and agrees on its/his/her own part, to each of the matters set out in Article 2.3 of the British Wrestling Association's Articles of Association as the same may be amended from time to time (such reference to Article 2.3 being correct as at the date of adoption of these Articles).

4. Membership

Membership is open to all and no application for membership will be refused on other than reasonable grounds. There will be no discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex; sexual orientation, political or other opinion.

5. Composition of Membership

5.1 The Company shall have four categories of membership:

a) Affiliated Organisation - this category of membership shall have the right to receive notice of and attend general meetings but shall have **no vote**.

b) Honorary Member - this category of membership shall have the right to receive notice of and attend general meetings but shall have **no vote**.

c) Individual Member - this category of membership shall have the right to receive notice of and attend general meetings but shall have **no vote**.

b) Member Club - this category of membership shall have the right to receive notice of and attend general meetings but shall also have the following **voting rights:**

i) Each Member Club shall have **one vote**; and

ii) Each Member Club shall have **one additional vote per 10 individual members aged 16 and over**.

5.2 No person shall become a Member of the Company unless the Board have approved the application provided always that the Board shall have the power to refuse any application for membership.

6. Liability of Members

The liability of Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up whilst they are a Member, or within one year after ceasing to be a Member, for :

a) payment of the Company's debts and liabilities before ceasing to be a Member;

b) payment of the costs, charges and expenses of winding up; and

c) adjustment of the rights of contributories among themselves.

7. Application for Membership

a) each prospective **Individual Member and Member Club** is required to complete the relevant **application form** and fully pay the **subscription fees** determined by the Board from time to time.

b) each perspective **Affiliated Organisation** is required to sign a **Cooperation Agreement** determined by the Board from time to time.

c) each **Honorary Member** will be approved by the Board and an appropriate process will be followed.
The Board shall consider the application and, subject to satisfaction with the terms thereof and due compliance with the Company's application process, shall confer membership on the relevant applicant as an Honorary Member of the Company.

d) on admission every Member shall be enrolled in the register of members determined by the Company from time to time in accordance with the up to date GDPR (or equivalent relevant privacy) regulations.

8. Responsibilities of Members

Each Member must comply with the Articles and rules of the Company and Affiliated Organisations to the extent applicable to them. All competitions administered or authorised by the Company and all relevant competitors will be subject to statutes, rules and regulations as published by any relevant governing bodies recognised by the Company.

9. Cancellation of Membership and Membership Appeals

a) the Board have the power to cancel the membership of any Member who has acted in a way that brings the sport and or the Company into disrepute or breached the Articles or the Company's rules.

b) if a membership application will be refused or cancelled by the Board the relevant prospective member or Member (as the case may be) has the right for an appeal within 10 days and an appropriate process will be followed.

10. Cessation of Membership

a) A Member may withdraw from membership of the Company by giving 10 days written notice to the Company.

b) Membership shall not be transferable nor shall any of the subscriptions be repaid to the Member upon their cessation or withdrawal.

c) A Member will not be required to give any reasons to the Board for their withdrawal from membership.

d) Memberships will automatically terminate when a Member dies or ceases to exist (as the case may be).

11. General Meetings

The Company shall hold an AGM in every calendar year at such time and place as may be determined by the Board provided that every AGM shall be held not more than eighteen months after the holding of the last preceding AGM.

12. AGM Purpose

The AGM shall be held for the following purposes:

a) to approve the minutes of the previous AGM;

b) to receive and approve the annual report and accounts provided by the Board;

c) to announce the appointment of Directors;

d) to appoint or re-appoint the Auditors;

e) to transact any other business of which due notice has been given; and

f) to decide on any resolution which may have been submitted to the meeting in accordance with the Act.

13. Calling General Meetings

The Board may call a general meeting and, on the requisition of Members who represent at least 5% of the total voting rights of all the Members having a right to vote at general meetings pursuant to the provisions of the Act, the Company shall convene a general meeting.

14. General Meetings Requisitioned by Members

a) A requisition by Members who represent at least 5% of the total voting rights of all the Members having a right to vote at general meetings in accordance with the Act shall specify the objects of the meeting requisitioned, shall be signed by the requisitionists, and shall be deposited at the Company's registered office.

b) If the Board do not within twenty-one days from the date of deposit of the requisition proceed duly to convene a meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of such requisitionists, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months from that date.

c) A meeting convened by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Board.

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

15. Notice of General Meetings

At least **21** calendar days' notice in writing of every **General Meeting** including the **AGM** specifying the place, the day and the hour of meeting, and the general nature of the business to be passed shall be given to the Members, the Directors and the Auditors.

16. Omission

The accidental omission to give notice of a meeting, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or other proceedings, at any meeting.

17. Quorum at General Meetings

The quorum for general meetings shall be 25% of Members with voting rights attending in person or by proxy.

18. Attendance

18.1 All Members shall be entitled to attend and speak at general meetings when such Members have paid their subscription dues in full to the Company for the relevant period and when that person is in a position to communicate to all those attending the meeting, during the meeting, all information or opinions which that person has on the business of the meeting.

18.2 Directors and the Auditors may attend and speak at general meetings, whether or not they are Members.

18.3 The chairperson of a general meeting may permit other persons who are not Members to attend and speak at a general meeting.

19. Voting at general meetings

19.1 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.

19.2 In respect of each resolution proposed at a general meeting and in respect of any written resolution:

a) each Individual Member, Honorary Member and Affiliated Organisation shall be entitled to attend and speak but not vote; and

b) each Member Club shall be entitled to mandate one delegate, being a member of that Member Club, to attend, speak and vote on its behalf.

19.3 No objections 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. Any such objection must be referred to the chairperson of the meeting whose decision is final.

20. Proceedings at General Meetings

a) No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business.

b) If within half an hour from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the chairperson of the meeting must adjourn it.

c) The Chairperson shall preside as chairperson at every general meeting, but if there be no such chairperson or if at any meeting the chairperson shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, then in any such case, the directors present shall choose a Director of the Board who shall be present to preside.

d) If no Director is present, the Members who are personally present will be entitled to elect one of their number to act as the chairperson of any general meeting.

e) Any Individual Member or Member Club that has not fully paid their subscription dues to the Company for the relevant period shall have their right to exercise their vote at a general meeting suspended until all outstanding subscription dues are paid to the Company in full.

f) The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

g) 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. Two or more Members 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.

21. Adjournment

a) The chairperson may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. When adjourning a general meeting, the chairperson of the meeting must (i) either specify the time and place to which it is adjourned or state that is to continue at a time and place to be fixed by the Board; and (ii) have regard to any directions as to the time and place of any adjournment which has been given by the meeting. The chairperson may also adjourn a general meeting if (i) it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting; or (ii) it is required to ensure that the business of the meeting is conducted in an orderly manner.

b) Whenever a meeting is adjourned for fourteen days or more, at least seven clear days' notice of the adjourned meeting shall be given in the same manner as for the original meeting.

c) As aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

d) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, either in advance of the general meeting or, at the general meeting, before or upon the declaration of the result of the show of hands, demanded by the chairperson of the meeting, the Directors, at least two voting Members present in person or by proxy or a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution, and unless a poll be so demanded a declaration by the chairperson 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 book containing the minutes of proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

e) A demand for a poll may be withdrawn if the poll has not yet been taken and the chairperson of the meeting consents to the withdrawal.

f) If a poll is demanded in manner aforesaid, it shall be taken at such time and place and in such manner as the chairperson of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The poll should be a private written vote, deposited in a sealed box and be scrutinised, counted and confirmed by agreed tellers.

g) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded.

h) In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson shall be entitled to a second or casting vote.

22. Proxy Voting

a) On a poll or show of hands votes may be given either personally by Members or by a proxy appointed by any such Member.

b) The instrument appointing a proxy shall be in writing under the hand of the appointor their attorney duly authorised in writing or, if such appointor is a corporation, under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf. If the instrument appointing a proxy 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.

c) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified or office copy thereof, shall be deposited at the Company's registered office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument appointing a proxy which is not delivered in such manner shall be invalid.

d) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that 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.

e) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice

revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

23. Instrument Appointing a Proxy

An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances will admit (or in any other form which is usual or which the Board may approve):

a) I, **(full name)** representative of **(club name and address)** a member of the Company, hereby appoint **(full name)** as a proxy to vote on behalf of **(club name)** at the annual or adjourned (as the case may be) general meeting of the Company to be held on the **(date)** and at any adjournment thereof. **(signature)**, **(date)**.

b) Where it is desired to afford members an opportunity of instructing the proxy how he/she shall act, the appointment of 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 board may approve):

c) This form is to be used in respect of the resolutions mentioned below as follows:

d) I, **(full name)** representative of **(club name and address)** a member of the Company, hereby appoint **(full name)** as a proxy to vote for on behalf of **(club name)** at the annual or general or adjourned (as the case may be) general meeting of the Company to be held on the **(date)** and at any adjournment thereof. Resolution # for * against * strike-through whichever not desired. Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting. **(signature)**, **(date)**.

e) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote upon a show of hands.

f) 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.

g) Any objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

24. Amendments to resolutions

24.1 An ordinary resolution 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 Member entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the general meeting is to take place (or such later time as the chairperson of the meeting may determine; and

b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

24.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

a) the chairperson 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.

24.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on the resolution.

25. Board of Directors

Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director. A Director does not need to be a Member of the Company.

26. Number of Directors

Unless otherwise determined by ordinary resolution of the Company, the number of Directors shall not be less than three, nor more than eight, in number.

27. Director Positions

The Board of Directors shall be comprised of the following roles and positions:

Chairperson

Governance Director

Finance Director

Development Director

Performance Director

Athletes Director

Up to two Non-Executive Directors

28. Appointment of Directors

a) The Chairperson, Governance, Finance, Development and Performance Directors shall be **appointed by decision of the Board** following an appropriate, transparent and audited **recruitment process** that is competence-based and conducted in accordance with the Company's recruitment policy, having regard to specialist skills, knowledge and experience in the area relevant to the respective Director roles**.**

b) The Athletes Director shall be **nominated to the Board by all performance athletes and staff** and elected by ordinary resolution of the voting Members**.**

c) The Non-Executive Directors shall be **elected by ordinary resolution of the voting Members.**

29. Insufficient Directors

If and so long as there is a sole Director or the total number of Directors for the time being is less than the quorum required, such Director(s) must not take any decision other than a decision:

a) to appoint further Directors through a recruitment process; or

b) to call a general meeting so as to enable the Members to appoint further Directors.

30. Directors Remuneration

The Directors will not be entitled to remuneration. If any Director necessarily performs or renders any special duties or services to the Company outside the Director's ordinary duties, the Company may pay such Director special remuneration and such remuneration may be by way of salary, commission or otherwise as may be arranged.

31. Non-Executive Directors

Non-Executive Directors may be appointed to fulfill specific functions and to assume defined responsibilities in addition to their general role as Director.

32. Reference Period

Each Director shall be appointed for a period of four years and shall be entitled to stand for re-appointment by an ordinary resolution of the voting Members for one further term if approved by a majority Board decision, so that no person shall serve as a director of the Company for a period of more than eight consecutive years, unless otherwise decided by ordinary resolution of the voting Members.

33. Termination of Directors Appointment

A person's appointment as Director shall be terminated under any of the following circumstances:

a) the person ceases to be a director by virtue of any provision of the Act or is prohibited by law;

b) the person becomes insolvent (or bankrupt in any other jurisdiction) or a composition is made with that person's creditors generally in satisfaction of that person's debts;

c) a registered medical practitioner who is treating that person gives a written opinion to the Company that such person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

d) notification is received by the Company from the Director that he/she is resigning from office, and such resignation has taken effect in accordance with its terms;

e) the person has been absent without permission of the Board for three consecutive Board meetings and the Board resolves that the person's office be vacated;

f) the person is removed from office by unanimous decision of the remaining Directors of the Board and upon being served by a written notice of such decision;

g) automatically upon the person having served as a Director for a completed consecutive or aggregate period of eight years unless otherwise decided by ordinary resolution; or

h) by ordinary resolution at a general meeting requiring more than 50% of all active votes.

34. Conflict of Interest

34.1 For the purposes of Section 175 of the Act, the Directors shall have the power to authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, involve a breach of the duty of a Director under Section 175 to avoid a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

34.2 Any authorisation will be effective only if:

a) the matter in question shall have been proposed for consideration at a meeting of the Directors, in accordance with the Board's normal procedures or in such other manner as the Directors may approve; and

b) any requirement as to the quorum at a meeting of the Board at which the matter is considered is met without counting the director in question or any other interested director, and the matter was agreed to without their voting or would have been agreed if their votes had not been counted.

c) Any authorisation of a matter may be given on such terms as the Directors may determine.

d) Such authorisation may be given subject to any conditions or limitations the Directors impose, whether at the time of giving the authorisation or subsequently.

e) A Director shall comply with any obligations imposed upon him or undertakings given by him, pursuant to such authorisation.

f) The Directors may vary or terminate any such authorisation at any time.

g) Any authorisation of a matter pursuant to these Articles shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

34.3 A Director shall not, in the absence of agreement to the contrary, be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him) derives from any matter authorised by the Directors in accordance with these Articles and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such profit, remuneration or benefit.

34.4 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, a Director has to declare the nature and extent of their direct or indirect interest in any proposed or existing transaction or arrangement with the Company and, subject to complying with the requirements of the Act, the Director may be a party to such transaction or arrangement but shall excluded themselves from receipt of documents or participation in discussions in respect of such matters and shall not attend, speak or vote at any meeting of the Board in respect of such existing or proposed transaction or arrangement in which they are interested.

35. Powers of the Board

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise the powers of the Company:

a) day to day running of the Company;

b) managing the Company's finances;

c) to manage all employees, volunteer executives and officers of the Company;

d) to maintain records of attendance and minutes of the Company;

e) to appoint Committees and delegate or revoke such powers and duties as may be deemed necessary;

f) to appoint representatives on behalf of the Company to any other organisations as required;

g) to review Member applications and to approve Members;

h) to take and enforce such action of a disciplinary nature against any Member in breach of the Articles;

i) to be the sole authority for interpretation of the Regulations and Articles; and

j) to obtain and maintain insurance cover against all the risks relevant to the Company.

36. Director's Expenses

The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or general meetings of the Company or otherwise in connection with the discharge of their duties under the expenses policy of the Company.

37. Proceedings of the Board

37.1 Subject to the provisions of the Articles, the Board may regulate its proceedings as it considers fit. Any Director may call a meeting of the Board. It shall not be competent for a Director to appoint an alternate Director.

37.2 At a meeting of the Board, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

37.3 The quorum for a meeting of the Board 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, is three.

37.4 Any Director may call a meeting of the Board by giving notice of the meeting to the Directors or by authorising the Company's secretary (if any) to give such notice.

37.5 Notice of a meeting of the Board must be given to the Directors in writing indicating the date, time and location of the meeting and, if it is anticipated that the 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.

38. Chairing Directors Meetings

The Chairperson shall preside as chairperson at every meeting of the Board, but if there be no such Chairperson or if at any meeting the Chairperson shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, then in any such case, the Directors present shall choose another member of the Board who shall be present to preside.

39. Decisions of the Board

39.1 Matters arising at such a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson, subject to the aforementioned Articles relating to a conflict of interest, shall have the casting vote.

39.2 Directors can take a decision unanimously when all eligible Directors indicate to each other by any means that they share a common view on a matter. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each Director has otherwise indicated agreement in writing. Eligible Directors are Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board. A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such meeting.

40. Record Keeping

The Directors must ensure that the Company keeps a record, in writing, of every unanimous or majority decision taken by the Directors and if reasonable, make it publicly available.

41. Participation at Directors Meetings

a) Any Director may participate in a meeting by means of videoconferencing, conference telephone or similar equipment whereby all persons participating in the meeting can hear and speak to each other, and by participation in this manner shall be deemed to be present at the meeting and shall accordingly form part of the quorum and be entitled to vote.

b) Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairperson of the meeting is.

c) In determining whether Director are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.

42. Advisory Panel

42.1 Advisory Panel members have the right to receive notice of, attend and speak, but not vote, at Board meetings.

42.2 Advisory Panel members shall be:

a) up to two club representatives per Member Club selected by the relevant Member Clubs;

b) up to two performance athlete representatives selected by the Individual Members who are current performance athletes;

c) up to two representatives per Affiliated Organisation selected by the relevant Affiliated Organisations; and

d) any other person approved to be a member of the Advisory Panel by the Board.

42.3 The function of the Advisory Panel is to observe and suggest constructive improvements for the benefit of the Company, the Members and the sport.

42.4 The Advisory Panel shall report to the Board.

43. Disposal of Assets

The Company shall not, without the prior approval of a majority of the Members in general meeting, dispose of any of its assets from time to time, otherwise than in the ordinary course of business.

44. Notice

44.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.

44.2 A notice may be served by the Company upon any Member either personally or in writing addressed to each Member at their last known address.

45. Winding Up

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities and the payment of £1 to the Members, any property whatsoever, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some other society, institution or organisation having objects similar to the objects of the Company and which shall prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under or by virtue hereof such a society, institution or organisation to be determined by the Members of the Company at or before the time of dissolution or winding up and in so far as effect cannot be given to such provision then to some philanthropic or charitable purpose.

46. Not for Distribution

46.1 The income and property of the Company shall be applied solely in promoting the objects of the Company.

46.2 No portion of the income and property shall be paid or transferred directly or indirectly by way of dividend, distribution, bonus, honoraria or otherwise howsoever by way of profit to the members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

a) reasonable remuneration to any member, officer or servant of the Company for reasonable services to the Company; or

b) reasonable out-of-pocket expenses properly incurred by any Director, under the expenses policy of the Company.

47. Means of Communication

47.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

47.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

a) if properly addressed and sent by first class post to a UK address, 48 hours after it was posted;

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

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

d) if sent or supplied by means of a website, when the material is first made available on the website.
In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

48. Accounting

Records shall be kept in accordance with all applicable statutory requirements. Accounts shall be audited annually by the Auditors, who shall make a written report to the Company's directors. The Accounts, including the Company's auditors report, shall be made available to Members at the AGM.

49. Indemnity Insurance

49.1 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/her in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with an application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

49.2 The Directors shall have power to purchase and maintain (at the expense of the Company) insurance for, or for the benefit of, any persons who are or were at any time Directors, officers, or employees of the Company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of an act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company.

49.3 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.