

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE NORFOLK SKI CLUB LIMITED

Company No 1794099

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
THE NORFOLK SKI CLUB LIMITED (the "Club")
(Adopted by special resolution passed on 15 September 2022)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointor: has the meaning given in Article 14(1);

Articles: means the Club's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Chairman: means the person who is elected by the Members to chair the Executive Committee and the Club

Conflict: means a situation in which a Committee Member has, or is reasonably likely to have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club;

Committee Member: means a director of the Club and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form and (without limitation) includes emails;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Committee Member: means a member of the Executive Committee who would be entitled to vote on the matter at a meeting of the Executive Committee (or any sub-

committee) (but excluding in relation to the authorisation of a Conflict pursuant to Article 12, any Committee Member whose vote is not to be counted in respect of the particular matter and excluding, in the case of a vote pursuant to Article 8.6, the Committee Member to whom the vote relates);

Executive Committee: means such persons as shall from time to time be elected (or appointed as the case may be) as Committee Members;

Interested Committee Member: has the meaning given in article 12.1;

Member: means a person whose name is entered in the Register of Members of the Club and **Membership** shall be construed accordingly; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (S/2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

participate: in relation to a meeting of the Executive Committee, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 31;

secretary: means the secretary of the Club and any other person appointed to perform the duties of the secretary of the Club, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

Rules: the Club's rules, and any related terms and conditions of use of Club facilities (including Club policies and procedures), in force from time to time as may be adopted and/or approved by the Executive Committee pursuant to Article 29;

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

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Club, except in so far as they are modified or excluded by these Articles. A copy of the Model Articles (as in force at the date of adoption of these Articles) is included in the Appendix to these Articles for ease of reference.**
- 1.8 The following Model Articles shall not apply to the Club:
- (a) 1 (Defined terms);
 - (b) 2 (Liability of Members);
 - (c) 8 (Unanimous decisions);
 - (d) 9(1) and (3) (Calling a directors' meeting);
 - (e) 11(2) and (3) (Quorum for directors' meeting);
 - (f) 13 (Casting vote);
 - (g) 14 (1), (2), (3) and (4) (Conflicts of interest);
 - (h) 17(2) (Methods of appointing directors);
 - (i) 21 (Applications for membership);
 - (j) 22 (Termination of membership);
 - (k) 30(2) (Poll votes);
 - (l) 31(1)(d) (Content of proxy notices);
 - (m) 35 (Company seals);
 - (n) 38 (Indemnity);
 - (o) 39 (Insurance).

- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Club's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
 - (c) the insertion of the words at the end of Model Article 7(2) "A sole director shall be entitled to exercise all powers and discretions conferred on the directors by the Act or the Articles and that nothing in these Articles is to be construed as requiring the company to have more than one director".
- 1.11 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.12 References in the Model Articles to "directors" (of the company) shall be read, for the purposes of application to these Articles, as references to Committee Members and references to "the company" shall be read, for the purposes of application to these Articles, as references to the Club.
- 1.13 A requirement that any notice or document be signed shall be read as including words to the effect that it may, in the alternative, be signified in any other manner acceptable to the Executive Committee as coming from the person who is required to sign it. This provision shall not affect or diminish any legal requirement for signature, in which case the Executive Committee shall have no such discretion.

2. Object

The object for which the Club is established is to support, facilitate, promote and encourage the sports of skiing, snowboarding and all related activities.

3. Powers

In pursuance of the object set out in Article 2, the Club has the power to:

- (a) Provide facilities for skiing, snowboarding and all related and ancillary or complementary activities;
- (b) Provide and support teaching, coaching and instruction for all levels and types of skier and snowboarder, including freestyle, adaptive, recreational and competition/racing skiing and snowboarding and related activities;

- (c) enable and encourage Members to become registered members of the Snowsports England National Coaching Scheme or any other similar or appropriate instructor or coaching scheme run by appropriate governing bodies recognised by the Club;
- (d) participate in regional, national and international events and provide a forum for the exchange of information on all aspects of skiing, snowboarding and all related activities;
- (e) promote, organise, manage, and/or hold, or participate in the promotion, organisation, management, and/or holding of competitions, events and to arrange or assist in the arrangement of any such events and to provide, present, subscribe to or otherwise promote or aid and support the provision and augmentation of prizes to be awarded at any events and to recommend and appoint suitable persons to act as judges at any events;
- (f) pay or make contributions towards the payment of expenses incurred by all or any of the competitors in competing at any such event, or volunteers involved in the administration or organisation of any such event, which may be approved for this purpose by the Executive Committee;
- (g) provide financial and other support to Members in connection with any of the foregoing;
- (h) provide social and other facilities that are ancillary or beneficial to any of the foregoing; and/or
- (i) do all things associated with or in support of any of the foregoing including, without limitation:
 - (i) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Club;
 - (ii) borrow and raise money in such manner as the Executive Committee shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Club's property and assets;
 - (iii) invest and deal with the funds of the Club not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
 - (iv) subscribe for, take, buy 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 government or authority in any part of the world;

- (v) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Club may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (vi) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Executive Committee, affect or advance the principal object in any way;
- (vii) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Club and to contract with any person, firm or company to pay the same;
- (viii) enter into contracts to provide services to or on behalf of other bodies;
- (ix) provide and assist in the provision of money, materials or other help;
- (x) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (xi) incorporate subsidiary companies to carry on any trade; and
- (xii) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of the object set out in Article 2 and/or any of the foregoing.

4. Income

4.1 The income and property of the Club from wherever derived shall be applied solely in promoting the Club's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Club of:

- (a) reasonable and proper remuneration to any Member, officer or servant (including volunteers) of the Club for any services rendered to the Club;

- (b) any interest on money lent by any Member or any Committee Member at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or Committee Member; or
- (d) reasonable out-of-pocket expenses properly incurred by any Committee Member, officer or servant (including volunteers).

5. Winding up

On the winding-up of the Club, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another registered CASC (Community Amateur Sports Club), charity or related community sport with objects similar to those of the Club or to such other person or body as is permitted or required in compliance with the rules then in force in relation to CASCs (as published at <https://www.gov.uk/register-a-community-amateur-sports-club/eligibility> or otherwise published by the UK Government). Such body shall be determined by resolution of the Members at or before the time of winding up or, failing any such resolution of the Members (but always subject to such resolution if any is passed), the transfer may be made by resolution of the Executive Committee at or before the time of winding up.

6. Guarantee

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

- (a) payment of the Club's debts and liabilities contracted before they cease to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

THE EXECUTIVE COMMITTEE

7. Composition of the Executive Committee

- 7.1 The number of members of the Executive Committee shall be not less than 4 nor more than 12 at any time.
- 7.2 The members of the Executive Committee shall be elected each year at the annual general meeting. Nominations to the Executive Committee shall be invited by the Club

each year at least eight weeks before the date of the annual general meeting. Existing Committee Members shall be eligible for nomination and re-election at each annual general meeting. Nominations shall only be valid if they comply with the following conditions.

- (a) The candidate must be nominated by two Members entitled to vote at general meetings of the Club.
- (b) The nominated individual must be a Member who will be over the age of 18 on the date of the next annual general meeting.
- (c) The nomination must be received by the Club within four weeks of the date of the invitation for nominations, provided that the Executive Committee may, at its discretion, accept nominations received after that date.
- (d) No Member may nominate more than one candidate for election to the Executive Committee.

7.3 Each person elected / re-elected as a Committee Member shall, subject to their agreeing to be appointed (in the case of new Committee Members), hold office from the conclusion of the annual general meeting at which they are elected/re-elected until the conclusion of the subsequent annual general meeting unless they resign or are removed from office earlier. Any Existing Committee Member who is re-elected at an annual general meeting shall not be deemed to have ceased to hold office but their tenure shall be treated as continuing without interruption.

7.4 A member of the Executive Committee shall automatically cease to hold such office if such member:

- (a) becomes bankrupt or makes any arrangement or composition with their creditors generally; or
- (b) resigns their office by notice in writing to the Club; or
- (c) is removed from office pursuant to Article 8.6.

8. Powers and Duties of the Executive Committee

8.1 The business of the Club shall be managed by the Executive Committee, who may exercise all powers of the Club which are not by the Act or by these Articles required to be exercised by the Club in general meeting.

8.2 The Executive Committee may from time to time and at any time appoint any company, firm, or person, or body of persons, to act for and on behalf of the Club and shall fix the terms on which such appointment is to be made including the payment of any remuneration.

- 8.3 The Executive Committee may delegate any of their powers to sub-committees consisting of such Committee Members as they think fit and any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Executive Committee.
- 8.4 Any decision taken by the Executive Committee shall be at its sole and absolute discretion as it sees fit (subject to these Articles, the Club's Rules and applicable law).
- 8.5 Subject to Article 7.1, the Executive Committee may, by a Unanimous Vote, appoint one or more additional Committee Members to fill any vacancy that has arisen during the course of a year or to fill any vacancy that was not filled at the preceding annual general meeting of the Club.
- 8.6 The Executive Committee may, by a Special Majority Vote, permanently remove any Committee Member from office or temporarily suspend any Committee Member from office, provided in both cases reasons are given in writing to such Committee Member. If any Committee Member is so removed, or is suspended for a period greater than one calendar month, the Executive Committee must provide a written explanation for its decision to the Members.
- 8.7 No member of the Executive Committee shall be entitled to any remuneration (other than pursuant to Article 4.2(d) and Model Article 20) in respect of their appointment as a Committee Member except to the extent that they are engaged as an employee of the Club in that capacity.

9. Proceedings of the Executive Committee

- 9.1 The Executive Committee may meet together for the despatch of business, adjourn, postpone, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes unless otherwise provided in these Articles.
- 9.2 The quorum necessary for the transaction of the business of the Executive Committee may be fixed by the Executive Committee and unless so fixed shall be four Eligible Committee Members or, if the total number of Committee Members is six or fewer, it shall be three. A quorum exists when sufficient Eligible Committee Members are present in person (including by means of the appointment of alternates) or within the scope of article 10 of the Model Articles.
- 9.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 12 to authorise a Conflict, if there is only one Eligible Committee Member in office other than the Interested Committee Member(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Committee Member.

- 9.4 If the total number of Committee Members in office for the time being is less than the quorum required, the Executive Committee must not take any decision other than a decision:
- (a) to appoint further Committee Members; or
 - (b) to call a general meeting so as to enable the Members to appoint further Committee Members.

10. Decisions of the Executive Committee

- 10.1 A “**Unanimous Vote**” of the Executive Committee is taken when all Eligible Committee Members indicate to each other by any means that they share a common view on a matter.
- 10.2 A “**Special Majority Vote**” is taken when at least two thirds of the Eligible Committee Members indicate to each other by any means that they share a common view on a matter.
- 10.3 A “**Simple Majority Vote**” is taken when more than half of the Eligible Committee Members present at a meeting of the Executive Committee indicate to each other by any means that they share a common view on a matter.
- 10.4 Unless expressly provided otherwise in the Articles or in any rules or regulations adopted by the Executive Committee by a Unanimous Vote, all decisions of the Executive Committee (and of any sub-committees) may be taken by a Simple Majority Vote.
- 10.5 A decision of the Executive Committee may take the form of a resolution in writing, where each Eligible Committee Member has signed one or more copies of it, or to which each Eligible Committee Member has otherwise clearly and unambiguously indicated agreement in writing (including by email). Written resolutions may be used for Simple Majority Votes, Special Majority Votes and Unanimous Votes.
- 10.6 If the numbers of votes for and against a proposal at a meeting of the Executive Committee are equal, the Chairman or other Committee Member chairing the meeting has a second or casting vote.
- 10.7 Article 10.6 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairman or other Committee Member chairing the meeting is not an Eligible Committee Member for the purposes of that meeting (or part of a meeting).

11. Calling a meeting of the Executive Committee

- 11.1 Any three Committee Members may, acting jointly, call a meeting of the Executive Committee by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the Executive Committee may agree) to the Executive Committee or by authorising the secretary (if any) to give such notice.
- 11.2 Notice of a meeting of the Executive Committee shall be given to each Committee Member in writing, provided that it shall not be necessary to give notice of a meeting to any members of the Executive Committee who are absent from the UK and who have no permanent residential address in the UK.

12. Committee Members' conflicts of interest

- 12.1 The Executive Committee may, in accordance with the requirements set out in this article, authorise (if notified in advance) or ratify (if notified after it has arisen) any Conflict notified to them by any Committee Member which would, if not authorised or ratified, involve a Committee Member (an **Interested Committee Member**) breaching their duty to avoid conflicts of interest under section 175 of the Act.
- 12.2 Any authorisation under this article 12 shall be effective only if:
- (a) the matter in question shall have been notified by any Committee Member for consideration in the same way that any other matter may be proposed to the Executive Committee under the provisions of these Articles or in such other manner as the Executive Committee may determine or approve;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Committee Member; and
 - (c) the matter was agreed to without the Interested Committee Member voting or would have been agreed to if the Interested Committee Member's vote had not been counted.
- 12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Committee Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Executive Committee or otherwise) related to the Conflict;
 - (c) provide that the Interested Committee Member shall or shall not be an Eligible Committee Member in respect of any future decision of the Executive Committee in relation to any resolution related to the Conflict;

- (d) impose upon the Interested Committee Member such other terms for the purposes of dealing with the Conflict as the Executive Committee think fit;
- (e) provide that, where the Interested Committee Member obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Committee Member) information that is confidential to a third party, they shall not be obliged to disclose that information to the Club, or to use it in relation to the Club's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Committee Member to absent themselves from the discussion of matters relating to the Conflict at any meeting of the Executive Committee and be excused from reviewing papers prepared by, or for, the Executive Committee to the extent they relate to such matters.

12.4 Where the Executive Committee authorise a Conflict, the Interested Committee Member shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Executive Committee in relation to the Conflict.

12.5 The Executive Committee may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Committee Member prior to such revocation or variation in accordance with the terms of such authorisation.

12.6 A Committee Member is not required, by reason of being a Committee Member (or because of the fiduciary relationship established by reason of being a Committee Member), to account to the Club for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Executive Committee in accordance with these Articles or by the Club 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.

12.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, and provided (where such matter constitutes a Conflict) the Conflict has been authorised by the Executive Committee in accordance with the foregoing articles, a Committee Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Committee Member for the purposes of any proposed decision of the Executive Committee (or sub-committee thereof) in respect of such existing or proposed transaction or arrangement in which they are interested;

- (c) shall be entitled to vote at a meeting of the Executive Committee (or of a sub-committee thereof) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
- (d) may act by themselves or their firm in a professional capacity for the Club (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a Committee Member;
- (e) 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 Club is otherwise (directly or indirectly) interested; and
- (f) shall not, save as they may otherwise agree, be accountable to the Club for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

13. Records of decisions to be kept

Where decisions of the Executive Committee are taken by electronic means, such decisions shall be recorded by the Executive Committee in permanent form, so that they may be read with the naked eye.

14. Appointment and removal of alternate Committee Members

14.1 Any Committee Member (other than an alternate Committee Member) (**Appointor**) may appoint as an alternate any other Committee Member, or any other person approved by resolution of the Executive Committee (and for such duration and on such reasonable terms and subject to such reasonable conditions as the Executive Committee determines), to:

- (a) exercise that Committee Member's powers; and
- (b) carry out that Committee Member's responsibilities,

in relation to the taking of decisions by the Executive Committee, in the absence of the Appointor.

14.2 Any appointment or removal of an alternate Committee Member must be effected by notice in writing to the Club signed by the Appointor, or in any other manner approved by the Executive Committee.

14.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that they are willing to act as the alternate of the Committee Member giving the notice.

15. Rights and responsibilities of alternate Committee Members

15.1 An alternate Committee Member may act as alternate Committee Member to more than one Committee Member and has the same rights in relation to any decision of the Executive Committee as the Appointor.

15.2 Except as the Articles specify otherwise, alternate Committee Members are:

- (a) deemed for all purposes to be Committee Members;
- (b) liable for their own acts and omissions;
- (c) subject to the same restrictions as their Appointors; and
- (d) not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate Committee Member shall be entitled to receive notice of all meetings of Committee Members and of all meetings of sub-committees of the Executive Committee of which their Appointor is a Member.

15.3 A person who is an alternate Committee Member but not a Committee Member:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
- (b) may participate in a unanimous decision of the Executive Committee (but only if their Appointor is an Eligible Committee Member in relation to that decision and does not participate); and
- (c) shall not be counted as more than one Committee Member for the purposes of article 15.3.

15.4 A Committee Member who is also an alternate Committee Member is entitled, in the absence of their Appointor(s), to a separate vote on behalf of each Appointor, in addition to their own vote on any decision of the Executive Committee (provided that an Appointor for whom they exercise a separate vote is an Eligible Committee Member in relation to that decision).

15.5 An alternate Committee Member may be paid expenses and may be indemnified by the Club to the same extent as if they were a Committee Member but shall not be entitled to receive any remuneration from the Club for serving as an alternate Committee Member

except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Club from time to time direct.

16. Termination of appointment of alternate Committee Member

An alternate Committee Member's appointment as an alternate (in respect of a particular Appointor) terminates:

- (a) when the alternate's Appointor revokes the appointment by notice to the Club in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Committee Member;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate Committee Member's Appointor ceases to be a Committee Member for whatever reason.

17. Secretary

The Executive Committee may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Executive Committee so decide, appoint a replacement, in each case by a decision of the Executive Committee.

18. Change of name

The name of the Club may be changed by a special resolution of the Members or otherwise in accordance with the Act.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

19. Membership

19.1 The Club shall admit to Membership an individual, family or, at the discretion of the Executive Committee, organisation which:

- (a) applies to the Club using the application process approved by the Executive Committee; and
- (b) is approved by the Executive Committee.

A letter or email shall be sent to each successful applicant confirming their Membership of the Club and the details of each successful applicant shall be entered into the Register of Members.

- 19.2 All Members must pay to the Club, on becoming a Member or at such other time as is provided in the Club's Rules, the applicable subscription fee as required pursuant to the Club's Rules.
- 19.3 Memberships shall run for such period as is provided in the Club's Rules and shall, subject to Article 21.3, automatically renew upon expiry of such period, provided that continued Membership of the Club shall be conditional on compliance with these Articles, the Club's Rules and payment of the relevant subscription (where applicable).
- 19.4 As at the date of adoption of these Articles, there shall be the following classes of Membership:
- 19.5 **Ordinary Member** – this category of Membership is open to any person aged 18 or over. Ordinary Members shall be entitled to use all the facilities offered by the Club, subject to its Rules, for the period of 12 months following the date of commencement of the Membership.
- 19.6 **Family Member** – this category of Membership is open to all groups of people being at least one parent or guardian (each a "**Parent**") together with one or more of their children, who must be under the age of 18 years and living at the same residential address as the Parent on a permanent basis, or such other family unit as the Executive Committee may decide to permit from time to time (the "**Family**"). Each individual within a Family is a Family Member of the Club with the same rights and obligations as an Ordinary Member or, in the case of any Family Member under the age of 18, a Junior Member. Family Members shall be entitled to use all the facilities offered by the Club, subject to its Rules, for a period of 12 months following the date of commencement of the Membership. If any Family Member reaches the age of 18 during the year of the Family Membership, their Membership shall be converted to Ordinary Membership for the remainder of the period of their existing Family Membership until the next renewal date, at which time they must join independently under the appropriate category of Membership or cease being a Member of the Club. The Club shall provide a reduced rate of Membership for single parent families, which shall be at least 20% less than the Family Membership rate (but may be lower, at the Executive Committee's discretion).
- 19.7 **Adaptive Member** – this category of Membership is open to any person with any form of intellectual, physical or sensory disability. Adaptive Members shall be entitled to use all the off-slope facilities offered by the Club and to attend adaptive sessions (subject to availability), in all cases subject to the Club's Rules, for the period of 12 months following the date of commencement of the Membership
- 19.8 **Temporary Member** – this category of Membership is open to any person, subject to the Club's Rules. Temporary Members shall be entitled to use all the facilities offered by the Club, subject to its Rules, for the period notified to them in accordance with the

temporary subscription payment made. Temporary Members shall not be entitled to vote at general meetings or to receive notice of such meetings.

- 19.9 **Junior Member** – this category of Membership is open to all persons under the age of 18. Junior Members shall be entitled to use all the facilities offered by the Club, subject to its Rules, for the period of 12 months following the date of commencement of the Membership. When a Junior Member reaches the age of 18, their Membership shall be converted to Ordinary Membership for the remainder of the period of their existing Membership until the next renewal date, at which time they must renew their Membership under the appropriate category of Membership or cease being a Member of the Club. Junior Members shall have all the rights of Ordinary Members except they shall not be entitled to vote at general meetings nor to receive notice of such meetings.
- 19.10 **Honorary Member** – this category of Membership is designed to reward persons who have given exceptional service to the Club. Nominations for such Membership shall be presented in writing to the Executive Committee by two Ordinary Members or Family Members and, provided the proposal is received at least four weeks before the date of the annual general meeting, shall be proposed for consideration at the next annual general meeting. Any proposal received after such date shall be held over to the following year's annual general meeting unless the Executive Committee decides otherwise. The nominated person shall be elected to such Membership if two thirds of the Membership of the Club present and entitled to vote approve the nomination. Honorary Members shall not be required to pay the annual subscription for one year from the date of approval and shall be entitled to enjoy the rights and privileges of an Ordinary Member, subject to the Club's Rules, for the duration of that year.
- 19.11 **Honorary Life Member** – this category of Membership is designed to reward persons who have given exceptionally dedicated service to the Club over a long period of time. Nominations for such Membership shall be presented in writing to the Executive Committee by two Ordinary Members or Family Members and, provided the proposal is received at least four weeks before the date of the annual general meeting, shall be proposed for consideration at the next annual general meeting. Any proposal received after such date shall be held over to the following year's annual general meeting unless the Executive Committee decides otherwise. The nominated person shall be elected to such Membership if two thirds of the Membership of the Club present and entitled to vote approve the nomination. Honorary Life Members shall not be required to pay any subscriptions and shall be entitled to the rights and privileges of any Ordinary Member, subject to the Club's Rules, for life.
- 19.12 It is a condition of all categories of Membership that each Member pays, in advance, the relevant subscription (where applicable) in accordance with the Club's Rules and that they are bound by, and comply with, these Articles and the Club's Rules.

19.13 The Executive Committee may establish further classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.

20. Subscriptions

20.1 Every Member shall pay to the Club, in advance of renewal of their Membership, such subscription as may from time to time be due for the relevant Membership in such amount as is required in accordance with the Club's Rules.

20.2 The Executive Committee shall fix the subscription amount for each class of Membership and shall be entitled to review and amend such amounts annually. The subscription amounts may not be increased by more than 5% in any one calendar year without the approval of the Members in general meeting.

21. Termination of Membership

21.1 When a Member dies, the Membership shall automatically terminate. A Member may voluntarily terminate their Membership of the Club by giving 7 days' notice to the Club in writing.

21.2 Subject to Article 21.4, the Executive Committee may terminate, or suspend for such period as the Executive Committee determines, the Membership of any Member without their consent by giving the Member written notice pursuant to Article 21.4 if, in the reasonable opinion of the Executive Committee, the Member:

- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Club or the Members or will bring or is likely to bring the Club or the Members into disrepute; or
- (b) has acted or has threatened to act in a manner which is materially contrary to the interests of the Club; or
- (c) has materially failed to observe the terms of these Articles and/or the Club's Rules; or
- (d) has persistently acted in any of the ways described in Article 21.2(a)-(c) even if the consequences or nature of such acts or omissions are not serious or material.

Following such termination, the Member shall immediately lose all rights as a Member and shall be removed from the Register of Members.

21.3 In addition to its authority under Article 21.2 and subject to Article 21.4, the Executive Committee may decline to renew the Membership of any existing Member by giving the Member written notice pursuant to Article 21.4 if, in the reasonable opinion of the

Executive Committee, any of the circumstances described in Article 21.2(a)-(d) applied during the prior period of Membership of such Member.

- 21.4 The notice to the Member under Article 21.2 or 21.3 must state the reason(s) and give the Member the opportunity to be heard in writing or in person as to why their Membership should not be terminated or suspended (as the case may be), or should be renewed. The Executive Committee must consider any representations made by the Member and inform the Member, in writing, of their decision following such consideration. Having followed this process, there shall be no right to appeal from a decision of the Executive Committee to terminate, suspend or refuse to renew (as the case may be) the Membership of a Member.
- 21.5 Any person ceasing to be a Member for any reason shall be removed from the Register of Members.
- 21.6 A Member (including their estate) whose Membership is terminated or suspended or not renewed under this Article 21 shall not be entitled to a refund of any subscription paid in respect of their Membership and shall remain liable to pay to the Club any subscription or other sum owed by them, in each case except at the discretion of the Executive Committee.

DECISION MAKING BY MEMBERS

22. Business at Annual General Meetings

- 22.1 At each annual general meeting the following business shall be transacted:
- (a) Receive the financial statements of the Club
 - (b) Receive the report from the Executive Committee and any other reports that the Executive Committee may propose
 - (c) Election of Members to Honorary Membership and Honorary Life Membership (if any have been nominated)
 - (d) Election / re-election of Committee Members, including election / re-election of the Chairman
 - (e) Any other business proposed by the Executive Committee or by not fewer than 30 Members, provided the business has been notified to the Executive Committee in writing not less than four weeks (or such shorter period as the Executive Committee may approve) before the notice for the annual general meeting is sent to Members.

22.2 In the event that there are more persons who wish to stand for election / re-election to the Executive Committee than the maximum number of places on the Executive Committee each Member present in person or by proxy shall identify the twelve candidates for whom they wish to vote. The Executive Committee shall determine the mechanism for voting – whether by a show of hands or by written ballot. Upon completion of the voting procedure, the new Executive Committee shall comprise the twelve candidates with the most votes. In the case of an equality of votes for the final place(s) on the Executive Committee, there shall be a run-off (further round of voting) between those Members only. If there still remains an equality of votes in respect of one or more positions, the current Executive Committee shall determine who is to fill the vacant position(s).

23. Notice of general meetings

The Members agree that notice of all general meetings may be given by electronic means.

24. Votes of Members

Subject to the Act, at any general meeting:

- (a) every Member who is present in person (or by proxy), including being present within the scope of article 23 of the Model Articles, shall on a show of hands have one vote; and
- (b) every Member present in person (or by proxy), including being present within the scope of article 23 of the Model Articles, shall on a poll have one vote.

25. Poll votes

25.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

25.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

26. Proxies

26.1 If a Member wishes to appoint a proxy, they must clearly notify the Club in writing before the start of the general meeting in accordance with the provisions of this Article 26.

26.2 Model Article 31(1)(d) shall be deleted and replaced with the words "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 to be

exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

- 26.3 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Executive Committee, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

27. Proceedings at General Meetings

- 27.1 All business that is transacted at an extraordinary general meeting and, with exception of the business described in Article 22.1, all business that is transacted at an annual general meeting shall be accompanied by a description of the nature of the business and, where appropriate, an explanation of the implications of any decision on which the Members are asked to pass a resolution.
- 27.2 No business shall be transacted at any general meeting unless a quorum of Members is present at the start of the meeting. Twenty Members present in person or by proxy, including being present within the scope of article 23 of the Model Articles, shall be a quorum or, if fewer, 10% of the Membership.
- 27.3 If a quorum is not present at the start of the meeting and within half an hour from the time appointed for the meeting a quorum is not present, or if during the course of the meeting a quorum ceases to be present, the meeting if convened upon the requisition of Members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same place and time or to such other day and at such other time and place the Executive Committee may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.
- 27.4 The Chairman of the Executive Committee shall preside as chairman at every general meeting of the Club or if there is no such Chairman or if they are not present at the time appointed for the holding of a meeting or are unwilling to act, the members of the Executive Committee present shall elect one of their number to be chairman of the meeting. If at any meeting no member of the Executive Committee is willing to act as Chairman or if none is present at the time appointed for holding the meeting the Members present shall choose of their number to be chairman of the meeting.
- 27.5 Temporary Members (of all ages), Junior Members, and Family Members below the age of 18 shall not have the right to vote at general meetings but all other Members present in person or by proxy at a general meeting shall have one vote each.

- 27.6 No Member with voting rights shall be entitled to vote at any general meeting unless all subscription monies presently payable by them to the Club have been paid in full.
- 27.7 In the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote.

ADMINISTRATIVE ARRANGEMENTS

28. Means of communication to be used

- 28.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) 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 (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (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, at the time the document or 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 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, no account shall be taken of any part of a day that is not a Business Day.

- 28.2 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.

29. Rules

The Executive Committee may establish rules governing matters relating to the Club's administration that are required from time to time for the effective and safe operation of the Club including, for example, provisions relating to classes of Members, Membership fees and subscriptions, the admission criteria for Members, terms of use of Club

facilities, compliance with Club policies and procedures, and any such other matters as the Executive Committee may determine. If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

30. Indemnity and insurance

30.1 Subject to article 30.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Club's assets against all costs, charges, losses, expenses and liabilities reasonably and properly incurred by them as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of their duties, or in relation to them; and
 - (ii) in relation to the Club's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Club's (or any associated company's) affairs; and

- (b) the Club may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 30.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

30.2 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.

30.3 The Executive Committee may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant officer in respect of any relevant loss.

30.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Club, any associated company or any pension fund or employees' share scheme of the Club or associated company; and
- (c) a **relevant officer** means any Committee Member or other officer or former Committee Member or other officer of the Club or an 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 Club (or associated company) as auditor (whether or not he is also a Committee Member or other officer), to the extent they act in their capacity as auditor).

APPENDIX

Companies (Model Articles) Regulations 2008/3229

Schedule 2 MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY GUARANTEE

PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association;

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

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 25;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“director” means a director of the company, and includes any person occupying the position of director, by whatever name called;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“member” has the meaning given in section 112 of the Companies Act 2006;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“participate”, in relation to a directors’ meeting, has the meaning given in article 10;

“proxy notice” has the meaning given in article 31;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006; and

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

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

2. 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—

- (a) payment of the company's debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' general authority

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

4.— Members' reserve power

- (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5.— Directors may delegate

- (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;

as they think fit.

(2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6.— Committees

- (1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

7.— Directors to take decisions collectively

- (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
- (2) If—
 - (a) the company only has one director, and
 - (b) no provision of the articles requires it to have more than one director,the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

8.— Unanimous decisions

- (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

9.— 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.

10.— Participation in directors' meetings

(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11.— Quorum for directors' meetings

(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the members to appoint further directors.

12.— 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.

13.— 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.

14.— Conflicts of interest

(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

(3) This paragraph applies when—

(a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;

(b) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

(7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15. Records of decisions to be kept

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

16. Directors' discretion to make further rules

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.

APPOINTMENT OF DIRECTORS

17.— Methods of appointing directors

(1) 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) by ordinary resolution, or
- (b) by a decision of the directors.

(2) In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of paragraph (2), where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

18. Termination of director's appointment

A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) 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;

[...]¹

(f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

19.— Directors' remuneration

(1) Directors may undertake any services for the company that the directors decide.

(2) Directors are entitled to such remuneration as the directors determine—

(a) for their services to the company as directors, and

(b) for any other service which they undertake for the company.

(3) Subject to the articles, a director's remuneration may—

(a) take any form, and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

(4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.

(5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

20. Directors' expenses

The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

(a) meetings of directors or committees of directors,

(b) general meetings, or

(c) separate meetings of the holders of debentures of the company,

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

¹ Paragraph 18(e) revoked in Sch.1 by Mental Health (Discrimination) Act 2013 c. 8 s.3(1)(b) (April 28, 2013) (deleted provision: "by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have")

PART 3 MEMBERS

BECOMING AND CEASING TO BE A MEMBER

21. Applications for membership

No person shall become a member of the company unless—

- (a) that person has completed an application for membership in a form approved by the directors, and
- (b) the directors have approved the application.

22.— Termination of membership

- (1) A member may withdraw from membership of the company by giving 7 days' notice to the company in writing.
- (2) Membership is not transferable.
- (3) A person's membership terminates when that person dies or ceases to exist.

ORGANISATION OF GENERAL MEETINGS

23.— Attendance and speaking at general meetings

- (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when—
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

24. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

25.— Chairing general meetings

(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as “*the chairman of the meeting*” .

26.— Attendance and speaking by directors and non-members

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

(2) The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

27.— Adjournment

(1) 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.

(2) 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.

(3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

(4) 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.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

(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.

(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

28. Voting: general

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.

29.— Errors and disputes

(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

(2) Any such objection must be referred to the chairman of the meeting whose decision is final.

30.— Poll votes

(1) A poll on a resolution may be demanded—

(a) in advance of the general meeting where it is to be put to the vote, or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by—

(a) the chairman of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

- (3) A demand for a poll may be withdrawn if—
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

31.— Content of proxy notices

- (1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—
 - (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

32.— Delivery of proxy notices

- (1) 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.
- (2) 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.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

33.— 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.

PART 4 ADMINISTRATIVE ARRANGEMENTS

34.— Means of communication to be used

(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

35.— Company seals

(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

(3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

(4) For the purposes of this article, an authorised person is—

(a) any director of the company;

(b) the company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

36. No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

37. Provision for employees on cessation of business

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

DIRECTORS' INDEMNITY AND INSURANCE

38.— Indemnity

(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

(b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the company or an associated company.

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

(3) In this article—

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a “*relevant director*” means any director or former director of the company or an associated company.

39.— Insurance

(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article—

(a) a “*relevant director*” means any director or former director of the company or an associated company,

(b) a “*relevant loss*” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.