

No: 4837244

**THE COMPANIES ACTS 1985 & 2006**

**PRIVATE COMPANY LIMITED BY  
GUARANTEE AND NOT HAVING A  
SHARE CAPITAL**

**MEMORANDUM AND ARTICLES OF  
ASSOCIATION**

**OF**

**THE RUGBY FIVES ASSOCIATION**

**Incorporated in England & Wales**

**on**

**18 July 2003**

**THE COMPANIES ACTS 1985 & 2006**

**PRIVATE COMPANY LIMITED BY  
GUARANTEE AND NOT HAVING A  
SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE RUGBY FIVES ASSOCIATION**

**(as amended on 31 October 2019)**

1. The name of the Company is "THE RUGBY FIVES ASSOCIATION".
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are:
  - (a) to promote community participation in the sport of Rugby Fives and such other amateur sports as the trustees shall determine by providing or assisting in the provision of facilities for the playing of Rugby Fives (facilities means land buildings, equipment and organising sporting activities).
  - (b) to advance physical education of young persons by assisting in the provision of facilities for the playing and learning of Rugby Fives in schools and universities.
4. The income of the Company, from wherever derived, shall be applied solely in promoting the above objects, and no distribution shall be made to its Members in cash or otherwise, save as provided in clause 7.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute such amount as may be required not exceeding £1 to its assets, in the event of its being wound up while he/she is a Member or within one year after he/she ceases to be a Member, for payment of the debts and liabilities of the Company, contracted before he/she ceased to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
7. If on the winding up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the Members of the Company, but shall be given or transferred to some other body (whether or not it is a Member of the Company) having objects similar to those of the Company, or to another body the objects of which are charitable.

**THE COMPANIES ACTS 1985 & 2006**

**PRIVATE COMPANY LIMITED BY  
GUARANTEE AND NOT HAVING A  
SHARE CAPITAL**

**NEW ARTICLES OF ASSOCIATION**

**OF**

**THE RUGBY FIVES ASSOCIATION  
(as adopted on 31 October 2019)**

**INTERPRETATION**

1. The Regulations contained in Table A (as prescribed pursuant to Section 8 of the Companies Act 1985) as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 in force at the date of adoption of the Articles shall not apply to the Company but the Regulations contained in the following clauses (as originally adopted or as from time to time altered by Special Resolution) shall be the Articles of Association of the Company.

2. (1) In the Articles:

"the Act" means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;

"the Articles" means these articles of association of the Company;

"address" means, in relation to any electronic communications, any number or address used for the purposes of such communications;

"the Board" means the board of directors for the time being of the Company;

"the Company" means The Rugby Fives Association, a private company registered in England & Wales under registration number 4837244 with liability limited by guarantee;

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"communication" has the same meaning as in the Electronic Communications Act 2000;

"electronic communication" has the same meaning as in the Electronic Communications Act 2000;

"Executive Sub-Committee" means a committee appointed by the Board from time to time to facilitate the conduct of business and meetings of the Board by previewing important agenda items and formulating proposals for the Board to discuss and vote upon and to carry out such other functions and activities and to have such other powers as the Board may decide from time to time;

"General Meeting" means any meeting of the Members of the Company and shall include for the purposes of the Articles (except where expressly stated) the Annual General Meeting;

**"List of Members"** means the list of the Members of the Company from time to time;

**"Member"** means a person being a member of the Company;

**"Office"** means the registered office of the Company for the time being;

**"Resolution"** means an ordinary resolution of the Company which has been passed by a simple majority of such Members as (being entitled to do so) vote in person or by proxy at a General Meeting of which notice has been duly given;

**"Rugby Fives Association Club"** means the club and/or team(s) organised and run by the Company to play the game of Rugby Fives and any Associated Games including organising matches and/or leagues in respect of the game of Rugby Fives and Associated Games;

**"Two-thirds Resolution"** means a resolution of the Company which has been passed by a majority of not less than two-thirds of such Members as (being entitled to do so) vote in person or by proxy at a General Meeting of which notice has been duly given;

**"the Rules"** means the rules and regulations of the game of Rugby Fives or other court/wall or similar games including, amongst others Eton Fives, Winchester Fives, One-Wall Fives and Squash Court Fives (together known as "Associated Games") along with such additions and modifications as shall from time to time be made or adopted by the Company;

**"Secretary"** means the secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a Joint, Assistant or Deputy Secretary;

- (2) Where the context so permits, a reference to a person includes a body corporate and an unincorporated body of persons.
- (3) Where the context so permits a reference to the singular shall be taken to include a reference to the plural.
- (4) Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles or the relevant parts of them were adopted or modified.

## **POWERS**

3. The Company shall have the following powers for the furtherance of the objects stated in its Memorandum of Association:
  - (a) to promote the playing of Rugby Fives and other court/wall or similar games including, amongst others, Eton Fives, Winchester Fives, One-Wall Fives and Squash Court Fives (together known as "Associated Games") including the organisation and management of leagues and competitions and the arrangement of matches (under the title of The Rugby Fives Association Club). In the Memorandum of Association and the Articles, the term 'Rugby Fives' shall be deemed to include all such 'Associated Games';
  - (b) to co-operate with The Eton Fives Association and the Fives Federation for the promotion of the sport of Fives generally and all Associated Games across the world;
  - (c) to make, adopt, vary and publish rules, regulations and conditions for the management, development, coaching and playing of the game of Rugby Fives in the United Kingdom and matters relating to them, and to take all such steps as shall be deemed necessary or advisable for enforcing such rules, regulations and conditions:

- (d) to promote, provide for, regulate and manage all or any details or arrangements or other things as may be considered necessary or desirable for, or ancillary to, the comfort, conduct, safety, convenience or benefit of players of Rugby Fives and of the public or of any other persons concerned or engaged in or associated with the game of Rugby Fives;
- (e) to enter into television, broadcasting, sponsorship, commercial or other transactions of any kind in connection with the game of Rugby Fives and to adopt any means of publicising and making known the services of the Company and the game of Rugby Fives generally;
- (f) to carry out commercial activities and to produce or deal with goods and to purchase or otherwise acquire, construct, lease, hold or deal with property, rights or privileges;
- (g) to carry out any other transactions or things as can be advantageously carried on in connection with or ancillary to the game of Rugby Fives or as may be calculated directly or indirectly to enhance the value of or render profitable any of the property rights of the Company;
- (h) to enter into contracts, agreements and arrangements with any person in respect of any object for which the Company is formed;
- (i) to invest and deal with the monies of the Company not immediately required in any manner and hold and deal with any investment so made;
- (j) to pay or to provide or to make arrangements for providing gratuities, pensions, benefits, loans and other matters and to establish, support, subsidise and subscribe to any institution, association, club, scheme, fund or trust;
- (k) to raise or borrow money and to give security over any or all of the Company's assets;
- (l) to make gifts, to lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, whether secured or unsecured, and whether in respect of its own obligations or those of some other person or company;
- (m) to pay or agree to pay all or any of the promotion, formation and registration expenses of the Company;
- (n) to contribute, make gifts to or support any charitable, benevolent or useful object relating to the playing of the game of Rugby Fives, or participants in it;
- (o) to take such steps by personal or written appeals, public meetings or otherwise as may seem expedient for the purpose of procuring contributions to the funds of the Company;
- (p) to print and publish any newspapers, periodicals, books or leaflets;
- (q) to purchase and maintain any form of insurance for the benefit of the Company, its officers, directors, employees, Members and any persons concerned or engaged in playing, taking part in, coaching, organising or otherwise associated with the game of Rugby Fives;
- (r) to do all other things to further the objects of the Company or to do all other things that are in the opinion of the directors incidental or conducive to the attainment of the Company's objects or any of them, or the exercise of all or any of its powers;
- (s) to buy, sell, build, construct, maintain, pull down, remove, repair, alter, improve, renovate, take a lease, hire or otherwise acquire, let or hire, and generally deal in all kinds of real or personal property including clubhouses or courts on which the game of Rugby Fives, is, or is to be, played;
- (t) to remunerate any person for services rendered or to be rendered to the Company, including by cash payment;

(u) to receive money on deposit on any terms the directors think fit.

It is declared that (except where the context expressly so requires) each paragraph of Article 3 shall be regarded as independent powers and none of the several paragraphs of this Article or the powers conferred by it shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this Article, or the powers conferred by it.

#### **GUARANTEE**

4. The Company is a private company limited by guarantee and is established for the objects set out in the Memorandum of Association. No distribution shall be made to its Members in cash or otherwise. The liability of the Members shall be limited.
5. Every Member of the Company shall undertake to contribute such amount as may be required not exceeding £1 to the assets of the Company, in the event of its being wound up while he/she is a Member or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Company, contracted before he/she ceased to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

#### **MEMBERS**

6. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company.
7. Any person who wishes to become a Member shall deliver to the Company an application for membership in such form as the Board requires (but including the undertaking required pursuant to Article 5) and executed by that person. No person shall be refused admission as a Member of the Company unless that person is rejected by the Board for good and sufficient cause.
8. On admission of a Member to the Company, the Member's name shall be entered into the List of Members of the Company by the Secretary.
9. There shall be the following categories of Members:-
  - (a) Ordinary Members, who shall be all natural persons 18 years of age and over;
  - (b) Youth Members, who shall be all natural persons 18 years of age and over who have left school in the previous four years;
  - (c) School Members, who shall be any primary, secondary or further education establishment; and
  - (d) Club Members, who shall be any club, association or sporting establishment in any way playing or participating or assisting in any other way in the game of Rugby Fives, whether exclusively or otherwise.

In the case of School Members and Club Members, an assurance must be given by the School or Club concerned that membership of its organisation is open to those who request it unless refused for good and sufficient cause. The category of each Member is to be determined by the Board at the date on which the annual subscription is due.

10. Each Member shall pay an annual subscription determined from time to time by the Board, for the category to which they belong, except that for Youth Members, any such subscription may, if the Board so decides, be reduced to zero.
11. The annual subscription of each Member shall become due on application for membership and annually thereafter on the first day of September of each year (or such other date as the Board may decide).

12. Each Member shall supply the Secretary with such details as the Company may reasonably require with regard to that person's membership and shall inform the Secretary in writing of any change in those details.
13. A Member may at any time withdraw from the Company by giving at least seven clear days' written notice to the Secretary. Any Member whose annual subscription is more than six months in arrears may be expelled from the Company by the Board at any time without notice. Any withdrawing or expelled Member's name shall be removed from the List of Members.
14. If, in the opinion of the Board, a Member is guilty of misconduct, the Board may request that Member to attend a meeting of the Board and explain such misconduct. Such request is to be made in writing specifying the misconduct complained of, and given not less than 21 clear days prior to the date of that meeting. Such meeting shall not include the President, Vice President and at least two other Board members. After being presented with such explanation, if any, the directors shall vote by way of secret ballot on a Resolution to expel that Member, and if such Resolution is passed as a Two-thirds Resolution that Member shall be so expelled. The expelled Member shall have a right of appeal to an appeal panel comprised of three directors comprising the President and the Vice President (if available) and one or more directors who did not participate in the original decision to expel. Their decision in this matter shall be final.
15. Any Member expelled in accordance with Article 14 shall be entitled to a pro-rata refund of his annual subscription.
16. A Member, notwithstanding his/her withdrawal or expulsion, shall continue to be liable to pay any money owed by him/her to the Company at the date of withdrawal or expulsion including, but not limited to, unpaid annual subscriptions.
17. The Board may also designate persons under 18 years of age as Junior Members on such terms and conditions as the Board thinks fit. Such designated Junior Members shall not be Members of the Company, nor shall they be entitled to the privileges or subject to the obligations of a Member.

#### GENERAL MEETINGS

18. The Board shall call General Meetings (and shall normally convene General Meetings of the Members on an annual basis) on a date to be fixed by the Board. On the requisition of any 15 Members, the Board shall forthwith proceed to give notice to the Members of a General Meeting (other than an Annual General Meeting) within 21 clear days after receipt of the requisition, such General Meeting of the Members to be set for a date not later than 28 days of the date of such notice.

#### NOTICE OF GENERAL MEETINGS

19. A General Meeting called for the passing of a Two-thirds Resolution or a Resolution appointing a person as a director shall be called by at least 21 clear days' notice. All other General Meetings shall be called by at least 14 clear days' notice save for a meeting called by shorter notice if it is so agreed:
  - a) in the case of an Annual General Meeting (which, unless the Board otherwise decides, shall normally be held in September of each year), by all the Members entitled to attend and vote at it; and
  - b) in the case of a General Meeting, by a simple majority in number of the Members entitled to attend and vote.
20. The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and shall include a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of that Member and that a proxy need not also be a Member, and in the case of an Annual General Meeting, the notice shall specify the

meeting as such.

21. No business shall be conducted in any General Meeting, other than the Annual General Meeting, except as expressly set out in the notice calling the General Meeting.
22. Notice of every General Meeting shall be given to every Member except those Members who (having no registered address in the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them or an address to which notices can be sent by electronic communication. Where due notice of meeting is published on a web-site in accordance with Article 81, it shall continue to be published in the same place on that web-site from the date of the notification given under Article 81(b) until the conclusion of the meeting to which the notice relates.
23. Subject to the provisions of the Articles, the notice shall be given to all the Members, to all persons entitled to a share in consequence of the insolvency of a Member and to all members of the Board and the auditors.
24. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Member or person entitled to receive notice shall not invalidate the proceedings at that meeting. Where a notice of meeting published on a web-site in accordance with Article 81 is by accident published in different places on the web-site or published for part only of the period from the date of the notification given under Article 81(b) until the conclusion of the meeting to which the notice relates, the proceedings at such meeting are not invalidated by it.

#### PROCEEDINGS AT GENERAL MEETINGS

25. No business shall be transacted at any General Meeting unless a quorum is present, Save as otherwise provided in the Articles, 9 persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative shall be a quorum for all purposes.
26. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
27. The President, or in his absence the Deputy President, or in the absence of both the President and the Deputy President, the Secretary shall preside as Chair of the meeting, failing whom another member of the Board shall act as the Chair. If none of the directors is willing to act as Chair, or if none of the directors is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their representatives to be Chair of the meeting.
28. Except where the Act or the Articles specify that a particular Resolution of the Company requires a greater majority or there is a Resolution to alter the Rules, a simple majority of such Members as (being entitled to do so) vote or vote by their representative or vote by proxy at a General Meeting of which notice has been duly given shall be required for the passing of all Resolutions of the Company. Where there is a Resolution to alter the Rules, a Two-thirds Resolution shall be required.
29. A Resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
  - (a) by the Chair; or
  - (b) by at least two Members having the right to vote at the meeting;

and a demand by a person as a proxy for a Member shall be the same as a demand by the Member.



30. Unless a poll is duly demanded, a declaration by the Chair that a Resolution has been carried or carried unanimously or by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the Resolution.
31. The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
32. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall not be entitled to a second or casting vote in addition to any other vote he may have.
33. A poll shall be taken as the Chair directs and he/she may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the Resolution of the meeting at which the poll was demanded.
34. A poll demanded on the election of a Chair shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
35. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
36. A Resolution in writing signed or approved by letter, e-mail or facsimile transmission by all Members of the Company who would have been entitled to vote upon it if it had been duly proposed at a General Meeting shall be as valid and effective as if it had been passed at a General Meeting duly convened and held. Any such Resolution may consist of several documents in the like form each signed by a Member or a duly authorised representative or representatives of one or more of the Members. If a Resolution in writing is described as a Special Resolution it has effect accordingly.

#### VOTES OF MEMBERS

37. Every Member present or present by a representative or proxy shall have one single vote, whether on a show of hands or on a poll. Junior Members shall have no vote.
38. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair, whose decision shall be final and conclusive.
39. A Club or School or any corporation which is a Member of the Company may by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same power on behalf of the Club or School or corporation which he represents as that Club or School or corporation could exercise if it were an individual Member of the Company.
40. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the usual common form or in such form as the Board shall approve.
41. The form of appointment of a proxy and any authority under which it is executed or a copy of such authority certified in some way approved by the directors may:

- (a) in the case of an instrument in writing, be left at or sent by post to the Office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any form of appointment of proxy sent out by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote;
- (b) in the case of an appointment of a proxy contained in an electronic communication, where an address has been specified by or on behalf of the Company for the purpose of receiving electronic communications:
  - (i) in the notice convening the meeting; or
  - (ii) in any form of appointment of a proxy sent out by the Company in relation to the meeting; or
  - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address at any time before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote;

- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or delivered as required by paragraphs (a) or (b) of this Article after the poll has been demanded and at any time before the time appointed for the taking of the poll; or
- (d) where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the Secretary or to any director;

and a form of appointment of proxy which is not deposited or delivered in accordance with this Article is invalid.

- 42. The Chair may in his/her discretion permit the appointment of a proxy as provided in the Articles if circumstances arise which prevent a Member attending a General Meeting.
- 43. A vote given or poll demanded by a Member or by proxy or by the duly authorised representative of a Member shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of such termination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### NUMBER AND APPOINTMENT OF DIRECTORS

- 44. The number of directors shall be a minimum of six, such numbers to include the President, the Deputy President, and if he is also a director, the Secretary and shall not be subject to any maximum. No person may be a director unless he is also a Member.
- 45. Subject to the provisions of the Act, the directors may appoint one or more Members to the office of director either to fill a vacancy arising from any of the reasons given in Article 57, or otherwise. Any such appointment may be made upon such terms as the directors determine. Any director appointed pursuant to this Article 45 shall hold office only until the next following Annual General Meeting, when such director shall be eligible for election, but if not reappointed, shall vacate office at the conclusion of such Annual General Meeting.
- 46. The Board shall consist of:

- (a) a President;
  - (b) a Deputy President;
  - (c) a director who shall have responsibility for the Rugby Fives Association Club and shall be designated "Rugby Fives Association Club Manager";
  - (d) such other directors as shall be appointed by the Board under Article 45 ("Appointed Directors"); and
  - (e) such other directors as the Members shall appoint from time to time, which may include the Secretary of the Company.
47. A director shall be entitled to receive notice of and attend at all General Meetings of the Company.
48. Except pursuant to Articles 46(d) or 50(c), no person shall be appointed or re-appointed as a director or as President or Deputy President or as Secretary except pursuant to a Resolution at a General Meeting. No such person shall be appointed or re-appointed unless:
- (a) not less than 21 clear days before the date appointed for the meeting, a notice executed by another Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment; and
  - (b) his/her nomination has been endorsed by another Member qualified to vote at the meeting.
49. The terms and conditions relating to the appointment or re-appointment of directors or of the President or Deputy President or the Secretary or the director responsible for the Rugby Fives Association Club shall be determined by Resolution of the Company.

#### ROTATION OF DIRECTORS

50. (a) At each Annual General Meeting one third of the directors (other than the President, Deputy President and any Appointed Directors whose terms of office are dealt with by Article 58) shall retire from office and if their number is not three or a multiple of three, the number nearest to one third shall retire by rotation;
- (b) Subject to the provisions of the Act and Article 58, the directors to retire by rotation shall be those who have been longest in office since their appointment or re-appointment, but as between any directors who became or were re-appointed directors on the same day, those to retire shall be determined by lot (unless they agree otherwise amongst themselves);
- (c) If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy, the retiring director shall, if still willing to act, be deemed to have been re-appointed, unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of that director is put to the meeting and lost.

#### POWERS OF THE BOARD

51. The Board shall:
- (a) manage the affairs of the Company subject to the Memorandum of Association and the Articles;
  - (b) exercise all powers of the Company, but subject always to such powers of supervision and policy direction as the Members in General Meeting may from time to time exercise or give;
  - (c) take such executive steps as it considers necessary to give effect to any policy laid down by

**the Members in General Meeting;**

- (d) **set and alter the annual subscription from time to time;**
- (e) **make such recommendations to the Members on such matters of importance to the Company as it considers appropriate;**
- (f) **make decisions upon any and all matters of procedure to be followed by the Company where matters require immediate attention;**
- (g) **have the power to invite such other persons as it decides to attend meetings of the Board and to provide advice and assistance to the directors. Such persons will be entitled to receive notice of Board meetings and to attend them but shall not be entitled to vote on any resolutions. For avoidance of doubt, such persons shall not be regarded as directors and shall not have the right to act on behalf of the Company without authorisation by the Board or General Meeting; and**
- (h) **negotiate and agree the remuneration of the Secretary and any other officers of the Company.**

52. **No alteration of the Memorandum of Association or the Articles nor any direction of the Members shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by the Articles shall not be limited by any special power given to the Board by the Articles.**

#### **DELEGATION OF THE BOARD'S POWERS**

53. **The Board may delegate any of their powers to any committee consisting of one or more directors (including the Executive Sub-Committee and any sub-committees of such Executive Sub-Committee). They may also delegate to the President, Deputy President or any director holding any other executive office such of their powers as they consider desirable to be exercised by that person.**
54. **Any such delegation under Article 53 may be made subject to any conditions the Board or the General Meeting may impose, and either collaterally with or to the exclusion of the Board's own powers and may be revoked or altered.**
55. **Subject to any conditions pursuant to Article 54, the proceedings of a committee with two or more members shall be governed by the provisions of the Articles regulating the proceedings of directors so far as they are capable of applying. Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.**

#### **BORROWING POWERS**

56. **The Board may with the prior approval of the Members in General Meeting exercise all the powers of the Company to borrow or raise money and to mortgage or charge its assets and, subject to the Act, to issue debenture stock and other debt securities as security for any debt, liability or obligation of the Company or of any third party.**

#### **DISQUALIFICATION, REMOVAL AND RESIGNATION OF DIRECTORS**

57. **The office of a director shall be vacated if:**
- (a) **he/she ceases to be director by virtue of any provisions of the Act or he/she becomes prohibited by law from being a director; or**
  - (b) **he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or**

- (c) he/she is or may be suffering from mental disorder and either:
  - (i) he/she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or
  - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs; or
- (d) he/she resigns his office by notice in writing to the Company (but only if at least two directors will remain in office when the notice of resignation is to take effect);
- (e) he/she is absent without due permission of the other directors from all their meetings held within a period of six months and the other directors resolve that his/her office be vacated; or
- (f) he/she is removed from office by notice addressed to him/her at his/her last known address and signed by all his/her co-directors.

58. The office of President, or Deputy President or Appointed Director shall be vacated automatically as follows:

- (a) The President and Deputy President shall resign at the first Annual General Meeting which is at least two years after his/her election to office if he/she has not retired earlier. A resigning President or Deputy President shall be eligible for re-election at the next Annual General Meeting following such resignation;
- (b) The Deputy President shall be entitled to be elected as President at the Annual General Meeting at which he/she ceases to be the Deputy President or at any subsequent Annual General Meeting;
- (c) Appointed Directors shall automatically resign at the next Annual General Meeting after their appointment, but shall be eligible to stand for election as a director at that Annual General Meeting.

59. A director shall resign automatically if he ceases to be a Member of the Company.

#### **DIRECTORS' EXPENSES**

60. Directors and representatives of the Members acting on behalf of the Company and with the prior approval of the Company, may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or otherwise in connection with the discharge of their duties. Any claim for expenses so incurred must be submitted to the Treasurer (or the Secretary if no Treasurer is in office) within three months of the date on which such expense was incurred.

#### **DIRECTORS' INTERESTS**

61. Subject to the provisions of the Act and provided that he/she has disclosed to the Members the nature and extent of any material interest, and obtained their consent in a General Meeting, a director notwithstanding his/her office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the

**Company or in which the Company is otherwise interested; and**

- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

**62. For the purposes of Article 61:**

- (a) a general notice given to the Members that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him/her to have knowledge shall not be treated as an interest of his/hers.

#### **PROCEEDINGS OF THE BOARD**

- 63. Subject to the provisions of the Articles, the Board may regulate its proceedings as it thinks fit. A director may, and the Secretary at the request of a director shall, call a meeting of the Board. Resolutions arising at a meeting shall be decided by a simple majority of votes.**
- 64. The quorum for the transaction of the business of the Board shall be five directors, including at least one of the President or the Deputy President, or provided he is also a director, the Secretary. A meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.**
- 65. If the number of directors is less than five, the continuing directors may act only for the purpose of calling a General Meeting.**
- 66. The President shall be the Chair of all meetings of the Board at which he/she is present. In his/her absence the Deputy President or, in the absence of both the President and the Deputy-President, the Secretary if he/she is also a director, shall be the Chair. In the absence of the President, the Deputy President and the Secretary, the directors may appoint one of their number to be Chair of the meeting. In the case of an equality of votes for or against any Resolution, the Chair shall not have a second or casting vote.**
- 67. All acts done by a meeting of the Board, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of the director or that the director was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.**
- 68. A resolution in writing, signed by a majority of the directors entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board and may consist of several documents in the like form each signed by one or several directors.**
- 69. Any bank account in which any part of the assets of the Company is deposited shall be operated by the directors and shall indicate the name of the Company. Subject to any specific alternative arrangement agreed by the Board, all cheques and orders for the payment of money from such account shall be signed by at least two directors.**
- 70. A director shall not vote at any meeting of the Board or on any Resolution concerning a transaction or arrangement with the Company or in which the Company is interested or concerning any other matter in which the Company is interested, if he/she is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict**

with the interests of the Company, save where authorised by a Resolution of the Members passed at a General Meeting in accordance with Article 61.

#### **PRESIDENT, DEPUTY PRESIDENT AND SECRETARY**

71. Subject to the provisions of the Act, in the event of any vacancy in the office of President, Deputy President or Secretary, such officer shall be appointed by the Board subject to ratification by the Members in General Meeting for such term at such remuneration and upon such conditions as the Board thinks fit and any President, Deputy President or Secretary so appointed may be removed by the Board or by Resolution of the Members in General Meeting.

#### **HONORARY LIFE MEMBERSHIP**

72. The Board may at its discretion grant any person honorary life membership of the Company provided that such honorary life Member has undertaken to the Company to make a contribution in accordance with paragraph 6 of the Company's Memorandum of Association and Article 5. Such honorary life Member shall not be required to pay any annual subscription fee.
73. The Board may also at its discretion appoint any person to be a Vice President of the Company, and shall, unless for exceptional reasons it determines otherwise, shall appoint all former Presidents to be a Vice President of the Company.
74. Any appointment pursuant to Article 73 shall only take effect if such person has undertaken to the Company to make a contribution in accordance with paragraph 6 of the Company's Memorandum of Association and Article 5, and each Vice President shall be required to pay the annual subscription fee in accordance with Articles 10 and 11.

#### **MINUTES**

75. The Board shall cause minutes to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Board; and
  - (b) including the names of the directors present at each such meeting.

The Board shall cause minutes of meetings of the Board to be circulated to directors within 28 days of the date of any such meeting.

#### **EXECUTION OF DOCUMENTS**

76. Any document signed by any two directors or a director and the Secretary and expressed (in whatever form of words) to be executed by the Company as a deed has the same effect as if executed under seal. A document shall only be so signed pursuant to the authority of the Board.

#### **ACCOUNTS**

77. The Members shall have the right of inspecting any accounting records or other books or documents of the Company. In relation to any such accounting records, books or documents, the Members shall keep such knowledge as they acquire as to their contents confidential save where required by statute or law to make disclosure of the same.
78. Any accounts or directors' report required or permitted to be sent by the Company to any person pursuant to any statute shall be treated as sent to such person if:
- (a) sent by electronic communication to an address for the time being notified to the Company by that person for that purpose;
  - (b) published on a web site, provided that the following conditions are met:
    - (i) the Company and that person have agreed that such documents may be accessed by

him/her on a web-site (instead of their being sent by post or otherwise delivered to him/her); and

(ii) that person is notified, in a manner for the time being agreed for the purpose between him/her and the Company, of:

- (A) the publication of the documents on a web-site;
- (B) the address of that web-site;
- (C) the place on that web-site where the documents may be accessed; and
- (D) how such documents may be accessed.

## NOTICE

79. A notice to be given to or by any person pursuant to the Articles shall be in writing or in an electronic communication to an address for the time being notified for that purpose to the person giving the notice except that a notice calling a meeting of the Board need not be in writing.

80. Any notice or other document may be served on or delivered to any Member by the Company either personally, or by sending it by either first or second class post addressed to the Member at the address notified to the Secretary or by facsimile transmission or electronic communication to a number or address provided by the Member for this purpose or by leaving it at its registered address addressed to the Member or by any other means authorised in writing by the Member concerned.

81. A notice of General Meeting may, instead of being sent to the Member in any of the ways specified in Article 80, be given to a Member by the Company by publishing the notice on a web-site, provided that the following conditions are met:

- (a) the Member and the Company have agreed that notices of General Meetings may be accessed by him/her on a web-site instead of being sent to the Member in one of the ways specified in Article 80; and
- (b) the Member is given a notification, in the manner agreed for the time being between the Member and the Company, containing the following information:
  - (i) the fact that the notice has been published on the web-site;
  - (ii) the address of the web-site;
  - (iii) the place on the web-site where the notice may be accessed and how it may be accessed;
  - (iv) statement that it concerns a notice of General Meeting served in accordance with the Act;
  - (v) the place, date and time of the General Meeting; and
  - (vi) whether the General Meeting is to be an Annual or Extraordinary General Meeting.

82. A notice given under Article 81 is deemed to be given at the time of the notification given under paragraph (b) of that Article.

83. Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting if sent by first class post or 48 hours after posting if sent by second class post and in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other



document left at the address notified to the Secretary otherwise than by post, or sent by e-mail or facsimile transmission shall be deemed to have been served or delivered when it was left or sent.

84. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
85. A notice contained in an electronic communication sent in accordance with the Articles other than a notice given under Article 81 (to which the provisions of Article 82 apply) is deemed to be given at the expiration of 48 hours after the time it was sent.
86. A Member present, either in person or by proxy or by its representative, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
87. A notice may be given by the Company to the persons entitled to a share in consequence of the insolvency, administration or receivership of a Member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a Member, addressed to them by name or as manager, receiver, administrative receiver or liquidator of the Member or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the insolvency, administration or receivership had not occurred.

#### **WINDING UP**

88. On the winding up of the Company, surplus assets shall not be distributed among the Members.
89. Any surplus assets shall be given or transferred to some other body (whether or not it is a Member of the Company) having objects similar to those of the Company, or to another body, the objects of which are charitable, as shall be determined by Resolution in General Meeting at or before the time of winding up and approved by the Members.

#### **INDEMNITY**

90. 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 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 any 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.