

No. 4420052

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

THE ENGLISH INSTITUTE OF SPORT LIMITED

adopted by special resolution on 2021

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(as adopted by Special Resolution dated 16 June 2021)

GENERAL

- 1.1 In these Articles, if not inconsistent with the subject or context, the words standing in the first column of the following Table shall bear the meanings set opposite to them respectively in the second column:

<u>WORDS</u>	<u>MEANINGS</u>
the Act	the Companies Act 2006 and as further modified by statute or re-enacted from time to time;
these Articles	these Articles of Association, and the regulations of the Company from time to time in force;
Business Day	a day other than a Saturday, Sunday or a day on which the banks are authorised to close in the City of London;
Business Plan and Strategy	the business plan which shall include an annual budget, cash flow forecasts and the strategic objectives for the Company for the next Financial Year and strategy which shall include the Company's long-term objectives and priorities;
the Chair	the chair of the Company;
communication	the same meaning as in the Electronic Communications Act 2000;
the Company	The English Institute of Sport Limited (Company No: 4420052);
the Directors or the Board	the Directors for the time being of the Company;

electronic communication	the same meaning as in the Electronic Communications Act 2000;
Financial Year	a financial accounting period of 12 months ending on 31 March (or on such other accounting reference date adopted by the Company from time to time);
Management and Finance Memorandum	the management and finance memorandum between the Company and UK Sport (as amended from time to time);
Member	a member of the Company;
Membership	membership in accordance with these Articles;
Month	calendar month;
Skills Matrix and Competency Framework	the Company's skill and competency requirements for its Directors (including those generally described at article 43(b)) currently in place as at the date of adoption of these articles;
Term	in relation to a Director means a period of four years commencing on the later of: <ul style="list-style-type: none"> i) the date upon which these Articles are adopted; or ii) the date upon which the Director was appointed.
Observer	a person appointed as such pursuant to Article 54 of these Articles;
the Office	the registered office of the Company;
the Secretary	the secretary of the Company;
the United Kingdom	Great Britain and Northern Ireland;
UK Sport	the United Kingdom Sports Council of 40 Bernard Street, London WC1N 1ST;
in writing	written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form

- 1.2 Words importing the singular number only shall include the plural number, and vice versa.
- 1.3 Words importing the masculine gender only shall include the feminine gender.
- 1.4 Words importing persons shall include corporations.

- 1.5 Subject as aforesaid, any words or expressions defined in the Act at the date on which these Articles become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

REGISTERED OFFICE

2. The registered office of the Company will be situated in England.

OBJECTS

3. The objects for which the Company is established are:
- (a) to provide exceptional athletes and in particular athletes on Programmes funded by UK Sport ("the Elite Athletes") with training facilities and support services ("the Services");
 - (b) to do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of the objects stated in this article 3.

POWERS

4. In furtherance of the objects set out at article 3 (but not further or otherwise) the Company shall have the following powers, subject to the terms of the Financial Memorandum for the time being in force (if any) between the Company and UK Sport:
- (a) To develop and operate programmes of local services to be offered to the Elite Athletes;
 - (b) To monitor those persons supplying the Services to the Elite Athletes;
 - (c) To seek to adhere, in the provision of the Services, to the quality standards set by UK Sport (or as it may direct);
 - (d) To develop and operate as appropriate talent identification and development programmes in defined areas whose purpose is to produce elite English athletes to represent England, Great Britain or the UK in the future;
 - (e) To set and revise from time to time the standards of sporting performance by which Elite Athletes will be judged eligible to receive support and services from the English Institute of Sport;
 - (f) To sell the Services to non-elite athletes and other interested persons to generate income for the express purpose of improving or extending the services to the Elite Athletes;
 - (g) To raise funds by way of sponsorship, merchandising and other commercial means as may be thought fit;
 - (h) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;
 - (i) To sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law;

- (j) To execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property or assets;
- (k) To apply to UK Sport and any other appropriate funding agencies for funding to provide the Services to the Elite Athletes and other UK athletes resident in England on relevant programmes and to have regard to the provisions of any Financial Memorandum between the Company and UK Sport from time to time;
- (l) To borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit subject to such consents as may be required by law;
- (m) To take and accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Company;
- (n) To raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise;
- (o) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- (p) To invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (q) To effect insurances against risk or loss to the Company, or against risk or accident to any servants of the Company in the course of their employment by the Company or to any persons to whom the Services are provided by the Company or in connection with providing, fostering or developing the Services and to pay premiums on any such insurance;
- (r) To engage and pay any person or persons whether on a full or part time basis or whether as consultant or employee, to supervise, organise, carry on the work of and/or advise the Company;
- (s) Subject to the provisions of article 5 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
- (t) To amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Company or which are for the benefit of Elite Athletes in the United Kingdom or any part thereof and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their Members at least to the same extent as such payments or distributions are prohibited by these Articles;
- (u) To pay out of funds of the Company the costs, charges and expenses of and incidental to the formation, registration and running of the Company;
- (v) To develop and operate a commercial, marketing and public relations policy in relation to the Services;
- (w) To print and publish any newspapers, periodicals, books, articles or leaflets;
- (x) To engage in research and innovation projects in support of the Services; and

- (y) To do all such other lawful things as will further the attainment of the objects of the Company or any of them.

NOT FOR DISTRIBUTION

- 5. The income and property of the Company shall be applied solely towards the promotion of its objects as set out at article 3 and no portion thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to the members of the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:
 - (a) Of reasonable and proper remuneration to any Director, member, officer, servant or consultant of the Company for any services rendered to the Company and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such Director, member, officer, servant or consultant of the Company;
 - (b) To any Director who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Directors to act in that capacity on behalf of the Company;
 - (c) Of interest on money lent by a member of the Company or its Directors at a commercial rate of interest;
 - (d) To any Director of reasonable and proper out-of-pocket expenses;
 - (e) Of reasonable and proper rent for premises demised or let by any member of the Company or by any Director;
 - (f) Of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Company.

BENEFITS TO MEMBERS

- 6.1 A Member must not receive any payment of money or other benefit which may not be financial but has a monetary value (whether directly or indirectly) ('Material Benefit') from the Company except:
 - (a) described in article 5;
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Company's business; and
 - (c) in exceptional cases, other payments or benefits.
- 6.2 Any Member (or any firm or company of which a Member is a member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other Material Benefit but only if:
 - (a) the goods or services are actually required by the Company; and
 - (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services.

WINDING UP

7. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (One pound).
8. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Company in their capacity as Members but shall be given or transferred to UK Sport or its successor body.

MEMBERSHIP

9. For the purposes of registration the number of Members is declared to be unlimited.
10. The provisions of section 113 of the Act shall be observed by the Company and every Member shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.
11. As at the date on which these Articles become binding on the Company the single Member shall be UK Sport. No other person shall be admitted as a Member by the Directors unless he is approved by UK Sport. Every person who wishes to become a Member shall deliver to the Company an application for Membership in such form as the Directors shall prescribe.
12. A Member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death or dissolution. If the Member is a Director, Membership shall cease on his ceasing to be a Director.
13. Every corporation and unincorporated association that is admitted to Membership may exercise such powers as are prescribed by section 323 of the Act.
14. It shall be the duty of the Directors, if at any time they shall be of the opinion that the interests of the Company so require, by notice in writing sent by prepaid post to a Member's address, to request that Member to withdraw from Membership of the Company within a time specified in such notice. No such notice shall be sent except on a vote of the majority of the Directors present and voting, which majority shall include one half of the total number of the Directors for the time being, and no such notice may be given to UK Sport.
15. If, on the expiry of the time specified in such notice, the Member concerned has not withdrawn from Membership by submitting written notice of his resignation, or if at any time after receipt of the notice requesting him to withdraw from Membership the Member shall so request in writing, the matter shall be submitted to a properly convened and constituted meeting of the Directors. The Directors and the Member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the Meeting be entitled to present a statement in his defence either verbally or in writing, and he shall not be required to withdraw from Membership unless half of the Directors present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the Member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the Member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a Member and his name shall be erased from the Register of Members. For the avoidance of doubt, the foregoing provisions of this Article shall not apply to UK Sport.

GENERAL MEETINGS

16. The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Directors, and shall specify the meeting as such in the notices calling it. So long as the Company holds its first annual general meeting within 18 months after its incorporation it need not hold it in the calendar year of its incorporation or in the following calendar year.
17. The annual general meeting shall be held for the following purposes:
 - (a) to receive from the Directors a report of the activities of the Company since the previous annual general meeting;
 - (b) to allow those Directors due to retire to stand down from office;
 - (c) to appoint Directors (if necessary) pursuant to Article 43 and to ratify the appointment of Directors pursuant to Article 52;
 - (d) to appoint the Company's auditors; and
 - (e) to transact such other business as may be brought before it.
18. All general meetings, other than annual general meetings, shall be called general meetings.
19. The Secretary shall, on an order of the Directors or at the written request of not less than one tenth of the Members, convene a general meeting. Such order or request indicating the nature of the business to be transacted shall be laid before the Chair who shall authorise the holding of a general meeting within 28 days of the receipt of such order or request.
20. There shall be given at least 21 days' notice in writing of every annual general meeting and of every general meeting called for the passing of a special resolution and 14 days' notice in writing of every other general meeting (exclusive in every case both of the day on which such notice is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting, and in the case of special business (as described in Article 22), the general nature of that business, to such persons (including the Company's auditors) as are under these Articles or under the Act entitled to receive such notices from the Company.
21. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

22. All business transacted at a general meeting, and all that is transacted at an annual general meeting with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Directors and of the Company's auditors, the election of Directors in the place of those retiring, and the appointment of the auditors and the fixing of their remuneration shall be deemed special business.
23. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided one Member present shall be a quorum.
24. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of the Members, shall be

dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Directors may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the meeting shall be deemed to have failed for a lack of a quorum and the resolutions proposed for such meeting shall be deemed not to have been passed.

25. The Chair shall preside as chairman at every general meeting, but if the Chair shall be absent, or if at any meeting he is not present within 15 minutes after the time appointed for holding the same, the Members present shall choose some other Director to preside or if no Director be present, or if all the Directors present decline to take the chair, the Members shall choose some Member who is present to preside.
26. The chair of the meeting may, with the consent of any meeting of the Members at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever such a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
27. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, by Members present in person (or by proxy) and entitled to vote and, unless a poll is, before or upon the declaration of the result by the show of hands, demanded by the chair of the meeting or by at least a third of the Members present, a declaration by the chair of the meeting 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 minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
28. Subject to the provisions of Article 29, if a poll be demanded in the manner aforesaid, it shall be taken at such time and place, and in such manner, as the chair of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
29. No poll shall be demanded on the election of a chair of a meeting, or on any question of adjournment.
30. 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 a poll has been demanded.
31. The chair of the meeting is not entitled to vote on any matters at a general meeting.

VOTES OF MEMBERS

32. Every Member shall be entitled to attend general meetings and cast one vote.
33. 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 a manner as the Directors may determine; and

- (d) is delivered to the Company in accordance 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:
- 34. A Proxy Notice which is not delivered in accordance with article 33 shall be invalid, unless the Directors, in their discretion, accept the notice at any time prior to the meeting.
- 35. The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 36. 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.
- 37. 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.
- 38. Subject to the provisions of sections 288 to 300 (inclusive) of the Act a resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members and if described as a special resolution it shall have effect accordingly.

THE BOARD

- 39. The number of Directors shall be not less than four and unless and until varied by ordinary resolution of the Company in general meeting shall be subject to a maximum of 12 Directors.
- 40. The Directors shall not later than 30 Business Days before the beginning of each Financial Year (or such other time as UK Sport may direct) submit to UK Sport for approval a proposed Business Plan and Strategy.
- 41. Within the 30 Business Day period referred to in article 40, UK Sport shall approve the Business Plan and Strategy, subject to any amendments which it deems appropriate for the Financial Year. Once any draft Business Plan and Strategy is in a form acceptable to, and approved by UK Sport, it shall become the Business Plan and Strategy for the Company for the year in question. The business of the Company shall continue to be operated in accordance with the Business Plan and Strategy for the prior year until UK Sport approves the new Business Plan and Strategy.
- 42. The Directors shall not, without the prior written approval of UK Sport, exercise the powers of the Company to do any of the following things:
 - (a) acquire or make any investment in another company or business;
 - (b) change the nature or scope of the Business Plan and Strategy;
 - (c) expand or develop the Company's business otherwise than in accordance with the Business Plan and Strategy;

- (d) discontinue any part of the business otherwise than in accordance with the Business Plan and Strategy;
 - (e) dispose or permit the disposal (otherwise than to the Company or a wholly-owned subsidiary of the Company) of the whole or any part of the undertaking or assets of the Company, or collectively with any other such disposal made within any consecutive period of 12 months, has an aggregate book value taken as at the date of such disposal, or the date of each such disposal, of a sum equal to more than 10 per cent of the aggregate net asset value of the Company and, as shown in its accounting records as at the date of such disposal or, if more than one such disposal has occurred, the date of the last to be made of such disposals;
 - (f) acquire or dispose of any freehold or leasehold property or enter into any agreement so to do, or vary the terms of any lease or licence (or agree any sub-lease or licence to a third party) relating to any site which the Company occupies or from which the Company operates;
 - (g) incur any material expenditure or liability of a capital nature in excess of the amount agreed between the Company and UK Sport in any document executed on behalf of both;
 - (h) create any charge or other encumbrance over any of its assets;
 - (i) commence any legal or arbitration proceedings (other than routine collection of trade debts);
 - (j) alter any of the provisions of these Articles or adopt new articles of association of the Company;
 - (k) appoint or remove any director;
 - (l) employ any senior employee (meaning an employee whose job title includes the word "director") or dismiss any senior employee (save in circumstances where the Company is entitled summarily to dismiss that senior employee);
 - (m) amend, alter or replace the Business Plan and Strategy for the Company; or
 - (n) amend, alter or replace the Skills Matrix and Competency Framework.
43. The Directors shall be appointed in accordance with the provisions of these Articles:
- (a) UK Sport shall be entitled to appoint three Directors to the Board of the Company, who shall hold office until such time as UK Sport appoints a new Director in their place;
 - (b) up to nine further persons, appointed by ordinary resolution of the Company, and who between them shall have appropriate experience including but not limited to experience of elite sport, business and finance, medicine and sports science, technology, engineering, the media and the law.
44. UK Sport shall be entitled to appoint one of the Directors appointed in accordance with article 43(a) as the Chair. The Chair shall hold office until UK Sport appoints some other person to hold the office.
45. The Directors shall be entitled to appoint one of their number as vice-chair of the Company (the "Vice-Chair"). The Vice-Chair shall hold office until the Directors appoint some other person to hold the office.

46. Neither the Chair nor the Vice-Chair shall have a casting vote at meetings of the Board.
47. The Board must at all times include a minimum of two Directors who are also employees of the Company.
48. Any Director may at any time be removed from office by UK Sport.
49. Any appointment or removal made by UK Sport pursuant to article 43(a), article 44 or article 48 shall be made in writing, signed by or on behalf of the person entitled to make the appointment or removal and shall take effect when delivered to the Office or (if later) on such date as may be specified in the notice of the appointment or removal.
50. At each annual general meeting of the Company:
 - (a) any Director who has served one full Term prior to the date of the meeting shall retire but shall be eligible for re-appointment; and
 - (b) any Director who has served two full consecutive Terms prior to the date of the meeting shall retire and shall not be eligible for re-appointment.
51. Article 50 shall not apply to any Director who is also an employee of the Company.
52. Subject to article 42(k), the Directors shall have the power at any time to appoint any person (including persons who hold executive posts in the Company) to be a Director for such period and on such terms as the Directors may determine, either to fill a casual vacancy or as an addition to the existing Directors, except that:
 - (a) the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles; and
 - (b) save in respect of Directors who are also employees, no Director shall be appointed for a period which exceeds two consecutive Terms.
53. Subject to article 42(k) and the provisions of section 168 of the Act, the Company may by ordinary resolution remove any Director before the expiration of his period of office, and may by an ordinary resolution appoint another suitably qualified person in his stead; but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.
- 54 A. In making appointments under Article 43 and/or article 52, the Members or the Directors (as appropriate) shall have regard to the overall composition of the Board to the intent that, consistent with the objects and purposes of the Company, due consideration is given to the role of persons of different sex, race, colour, regional origin, political and other opinions, disability and status.
- 54B (i) UK Sport shall have the right to send two Observers to attend meetings of the Board. Each such Observer shall have the right to attend and speak at meetings of the Board, but shall have no rights to vote.

(ii) the Directors shall have the right to appoint one Observer to attend meetings of the Board. Such Observer shall have the right to attend and speak at meetings of the Board but shall have no right to vote.

DISQUALIFICATION OF DIRECTORS

55. The office of a Director shall be vacated if:
- i. he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
 - ii. he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - iii. 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; or
 - iv. he resigns his office by notice to the Company; or
 - v. he shall without sufficient reason for more than three consecutive Board meetings have been absent without permission of the Directors and the Directors resolve that his office be vacated; or
 - vi. he is suspended from holding office or from taking part in any activity relating to the administration or management of the Company by a decision of UK Sport; or
 - vii. he is removed from office by a resolution duly passed pursuant to section 168 of the Act; or
 - viii. he is requested to resign by all the other Directors acting together; or
 - ix. he is removed as a Member of the Company under Articles 8 or 9; or
 - x. he is removed as a Director by UK Sport in accordance with article 49.

POWERS OF THE BOARD

56. Subject to these Articles and in particular article 42, the business of the Company shall be managed by the Directors who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company including, without prejudice to the generality of the foregoing, the power to borrow, and as are not by the Act or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act for the time being in force and affecting the Company, and to such regulations, being consistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

PROCEEDINGS OF THE DIRECTORS

57. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least four such meetings shall be held in each year.
58. The quorum for the transaction of the business of the Directors or any sub-committee formed pursuant to the provisions of Article 66 may be fixed by the Directors and unless so fixed at any other number shall be four.

59. The Directors may act notwithstanding any vacancy in their body.
60. If the Directors shall at any time be or be reduced in number to less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of admitting persons to membership of the Company, filling up vacancies in their body, or summoning a general meeting, but not for any other purpose.
61. Voting on any issue shall be by show of hands unless any Director present shall demand a ballot and decisions taken by vote and by postal ballot shall be determined by a majority of those present and/or voting, unless provided otherwise in these Articles. Each Director, including the Chair, shall be entitled to one vote. In the case of an equality of votes the chair of the meeting shall have a second or casting vote.
62. A Director, and the Secretary at the request of a Director, shall at any time summon a meeting of the Directors by notice served upon the Directors. A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting.
63. The Chair shall preside as chair at all meetings of the Directors at which he shall be present, but if at any meeting the Chair is not present within 5 minutes after the time appointed for holding the meeting or is not willing to preside the Vice-Chair shall preside as chair of the meeting. If at any meeting at any meeting both the Chair and the Vice-Chair are not present within 5 minutes after the time appointed for holding the meeting and/or are not willing to preside the Directors present shall choose one of their number to be chair of the meeting.
64. A meeting of the Directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Directors generally.
65. Any Director may participate in a meeting of the Board, by way of video conferencing or conference telephone or similar equipment that allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chair of the meeting is.
66. The Directors may delegate any of their powers to any sub-committee consisting of such of their number and such other persons as they think fit Provided that where such sub-committee includes persons not being Directors, no resolution of the sub-committee shall be effective unless approved by the Board or permitted by the regulations imposed on it by the Directors.
67. Any sub-committee formed pursuant to Article 66 shall, in the exercise of the powers delegated to it, conform to any regulations imposed on it by the Directors. The resolution making the delegation shall specify the financial limits within which any sub-committee shall function. Save in respect of any audit committee formed in accordance with the Management and Finance Memorandum the meetings of which shall be governed in accordance with the Management and Finance Memorandum, the meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors. All acts and proceedings of such sub-committees shall be reported in due course to the Directors.

68. All acts bona fide done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office.
69. The Directors shall cause proper minutes to be made of all appointments of the Directors and of the proceedings of all meetings of the Company and of the Directors and of sub-committees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
70. A resolution in writing signed by all the Directors for the time being or by all the members for the time being of any sub-committee who are entitled to receive notice of a meeting of the Directors or of such sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Directors or of such sub-committee duly convened and constituted.
71. Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
- i. the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
 - ii. the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
 - iii. his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or any of its subsidiaries, or by virtue of his being, or intending to become, a participator in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange;
 - iv. the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

For the purposes of this Article, an interest of a person who is, for any purposes of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a Director shall be treated as an interest of the Director.

72. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
73. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.

74. Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
75. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

DIRECTORS' EXPENSES

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

DIRECTORS' APPOINTMENTS AND INTERESTS

77. Subject to the provisions of the Act, the Directors may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of the contract of service between the Director and the Company.
78. Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:
- i. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - ii. 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
 - iii. shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
79. For the purposes of these Articles:
- i. a general notice given to the Directors 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

- ii. an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

SECRETARY

80. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

NATIONAL DIRECTOR

81. Subject to the prior written approval of UK Sport being obtained in accordance with article 42 (k), the Directors may appoint a Director, provided that such a Director is also an employee of the Company, to be the National Director on such terms and for such period as they think fit and may delegate to the National Director such of their powers as they think desirable to be executed by him.
82. Subject to the prior written approval of UK Sport being obtained in accordance with article 42 (k), the Directors may terminate the National Director's appointment as National Director at any time. Such a termination will not, for the avoidance of doubt, terminate the National Director's appointment as a Director.

ACCOUNTS

83. The Directors shall cause accounting records of the Company to be kept in accordance with section 386 of the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered).
84. Accounting records shall be kept at the Office or, subject to section 388 of the Act, at such other place or places as the Directors shall think fit and shall always be open to the inspection of the Directors.
85. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members of the Company not being officers of the Company and no such Member (not being such an officer) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.
86. The Directors shall ensure that the Company complies at all times with its obligations relating to the preparation and submission of its accounts as set out in the Management and Finance Memorandum.

AUDIT

87. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors.

NOTICES

88. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article and in Articles 89 and 90 below, "address", in relation to

electronic communications, includes any number or address used for the purposes of such communications.

89. A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the Register of Members or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the member.
90. Any Member described in the Register of Members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him or an address to which notices may be sent using electronic communications, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those Members who are described in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Company.
91. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent. In proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter and, in the case of an electronic communication containing the notice that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators.

INDEMNITY

92. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the company who has acted honestly and in good faith shall be indemnified out of the assets of the company against any civil liability incurred by him in relation to the affairs of the company, save where the person has acted recklessly.