

**The Companies Act 2006**

**Company Limited by Guarantee and not  
having a Share Capital**

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**ARTICLES OF ASSOCIATION  
of  
ENGLISH VOLLEYBALL ASSOCIATION  
LIMITED**

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# The Companies Act 2006

## Company Limited by Guarantee and not having a Share Capital Articles of Association of

### ENGLISH VOLLEYBALL ASSOCIATION LIMITED

#### 1. INTERPRETATION

- 1.1. The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.
- 1.2. The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles shall not apply to the Association.

#### A. THE ASSOCIATION

#### 2. COMPANY NAME

The name of the company is the "*English Volleyball Association Limited*" ("**Association**").

#### 3. REGISTERED OFFICE

The registered office of the Association will be situated in England.

#### 4. OBJECTS AND POWERS

4.1. The objects of the Association are:

*General*

- 4.1.1. to act as the governing body for, and owner and/or controller of all rights (whether commercial, sporting or regulatory) relating to, the sport and recreation of Volleyball in all its disciplines (including without limitation indoor volleyball, beach volleyball and sitting volleyball) in England, Isle of Man and the Channel Islands which territories are referred to as "**England**";
- 4.1.2. to be responsible for the administration and development of the sport and recreation of Volleyball in England as provided for in these Articles;
- 4.1.3. to act as the representative member for England in British affairs in relation to Volleyball and to affiliate to and liaise as appropriate with, British Volleyball and other relevant bodies;

#### *Encourage, foster and develop*

- 4.1.4. to encourage, foster and develop Volleyball throughout England amongst all ages and abilities *and sections of the population without discrimination, to promote their health, wellbeing and participation in competitive and recreational activities;*
- 4.1.5. *to promote gender parity and diversity in the sport of Volleyball*

#### *Promotion*

- 4.1.6. to promote Volleyball generally and to initiate, support and co-operate with others in *proposals* and activities designed to assist in the promotion of the Association's objects, including increased participation amongst young, elite, disabled and recreational Volleyball players and to assist British Volleyball with the maintenance of the sport and recreation of Volleyball on the Olympic and Paralympic Games programmes;
- 4.1.7. to liaise or collaborate with the Government and with other governing bodies, associations, agencies and organisations (both nationally and internationally and including without limitation FIVB, CEV, EPV, WPV and ECVD) with regard to any matter pertaining to Volleyball, including in particular the promotion of the sport and recreation of Volleyball and safety of competitors participating in Volleyball;

#### *Events*

- 4.1.8. to increase participation in events through delivery of an annual programme in England of Volleyball events aimed at providing competition for young people, elite, disabled and recreational competitors;
- 4.1.9. to promote and organise, or assist in promoting and organising, Volleyball meetings, events, championships and other competitive and recreational events in England, and to approve facilities and arrangements for such events to be run under the auspices of the Association;
- 4.1.10. to establish and/or administer, and/or oversee and recommend, a registration and sanctioning process for all meetings, events, championships, trials and all other competitive and recreational Volleyball events held in England;
- 4.1.11. to publish an annual programme of all events held in England under the authority of the Association;

#### *Coaches and Technical Officials*

- 4.1.12. to oversee the selection, training and co-ordination of coaches and technical officials for Volleyball events conducted in England under the authority of the Association;

### *Volunteers*

- 4.1.13. to oversee the recruitment, training and recognition of volunteers in England to operate and assist at all levels and in all capacities (including coaching, running clubs, officiating at competitions and events and organising and assisting at competitions and events) in support of the sport and recreation of Volleyball;

### *Young People (up to and including 25 years of age)*

- 4.1.14. to provide increased opportunities for young people in England to participate in Volleyball and pathways for them to follow that will enable them to maximise their abilities and will encourage their life-long participation in playing, supporting and contributing to the sport of Volleyball;
- 4.1.15. to provide competition structures for young people, develop clubs for young people including school- club links and links with other sports organisations;
- 4.1.16. to deliver programmes widely within England which provide opportunities for young people of talent to be identified and nurtured in order that they can fulfil their long term medal winning potential;

### *Elite Athletes*

- 4.1.17. to exercise exclusive jurisdiction over all matters pertaining to the participation of athletes and teams selected by the Association and representing England in the sport of Volleyball at Home Nations' competitions and other international competitions;
- 4.1.18. to work in partnership with all relevant elite performance programmes to ensure the Association's athletes can achieve success in significant international championships;

### *Anti-doping*

- 4.1.19. to adopt the anti-doping policies and procedures of the UK Anti-Doping Agency which are compliant in all respects with the World Anti-Doping Agency (WADA) code and guidelines;
- 4.1.20. to be committed to preventing the use of doping, doping methods and other proscribed actions and to co-operate with the Sports Councils and other recognised bodies, organisations or agencies to ensure all practical methods are employed to this end;

### *Information*

- 4.1.21. to provide and co-ordinate technical and other information regarding event organisation, safety, equipment design, training and coaching in the sport of Volleyball in England;

- 4.1.22. to encourage and foster research and development, technical improvements and the dissemination of information in all areas relating to the equipment, skills and techniques associated with Volleyball in England;
- 4.1.23. to provide information and advice to Members concerning the practice of competitive and recreational volleyball by means of books, periodicals, magazines, journals, leaflets, advertisements or any other appropriate methods including via the Association's official website and social media platforms;

#### *Rules and Regulations*

- 4.1.24. to make, publish and enforce rules and regulations from time to time, in conformity with those of FIVB, CEV, WPV, EPV and BVF (as applicable) and to formulate and issue guidelines and policies concerning all forms and aspects of Volleyball (including competition rules), the conduct and management of any of the events referred to above and to promote the observance of the same by its Members and others participating or competing in Volleyball in England;

#### *Member Services*

- 4.1.25. to arrange with any person, company, undertaking or organisation for the provision of services for Members of the Association in respect of (without limitation) insurances, travel facilities or the purchase of goods and equipment, provision of official publications and/or free or discounted access to events and competitions, in each case as determined by the Association from time to time;
- 4.1.26. to encourage the development of clubs in England and to recognise standards through relevant club accreditation schemes;

#### *Equity and Welfare*

- 4.1.27. to establish policies which promote inclusion and provide a safe and healthy environment for all participants in Volleyball in England;

#### *Commercial opportunities*

- 4.1.28. to develop, lead and assist in commercial, marketing and public relations policies and activities for the sport of Volleyball in England, including in particular the sourcing and procuring of commercial support and sponsorship to assist with the funding of the Association and its activities;

#### *Assistance*

- 4.1.29. to provide appropriate assistance and advisory services to any association, organisation, society, club, committee, body or person interested in or associated with the sport and recreation of Volleyball in England, including (without limitation) in relation to the design and management of Volleyball facilities; and

- 4.1.30. to do any and all things incidental and/or conducive to any business activities which does or may, whether directly or indirectly, advance the interests of the Association and/or its Members;
  - 4.1.31. to publish Codes of Conduct detailing the behavioural and ethical standards to be observed by the membership and establish procedures to adjudicate and where necessary sanction Member's breaches of such
- 4.2. The Association shall have the power to carry out any lawful activity in the furtherance of its objects set out at Article 4.1.

## **B. MEMBERS**

### **5. LIMITATION OF LIABILITY OF MEMBERS**

- 5.1. The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Association in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member, for:
- 5.1.1. payment of the Association's debts and liabilities contracted before he, she or it ceases to be a Member;
  - 5.1.2. payment of the costs, charges and expenses of winding up; and
  - 5.1.3. adjustment of the rights of the contributories among themselves.

### **6. PAYMENTS TO MEMBERS**

- 6.1. Except as provided in this Article 6.1, no part of the income and property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member. This shall not prevent any payment in good faith by the Association of:
- 6.1.1. reasonable and proper remuneration to any Member, or for any goods or services supplied to the Association (including in his or her course of employment with the Association) and, where that Member is also a Director, subject to Article 23 (Conflicts of Interest);
  - 6.1.2. any payments made to the Member in his, her or its capacity as a beneficiary of the Association;
  - 6.1.3. interest at a reasonable and proper rate on money lent by the Member to the Association;
  - 6.1.4. any reasonable and proper rent for premises let by the Member to the Association;
  - 6.1.5. expenditure on the Association, its activities and its Members in respect of programme funding and/or commercial revenues received in support of the functions of the Association;

and nor shall this Article 6.1 prevent a transfer of assets and/or funding relating to the Association to a successor body to the Association should one be established

6.2. Unless payment is permitted by Article 6.1, no Director may:

6.2.1. sell goods, services or any interest in land to the Association;

6.2.2. be employed by, or receive any remuneration from, the Association; or

6.2.3. receive any other financial benefit from the Association.

6.3. A Director may receive the following benefit from the Association:

6.3.1. a Director may receive a benefit from the Association in his, her or its capacity as a beneficiary of the Association;

6.3.2. a Director may be reimbursed by the Association for, or may pay out of the Association's property, reasonable expenses properly incurred by him or her when acting on behalf of the Association;

6.3.3. a Director may be paid reasonable and proper remuneration by the Association for any goods or services supplied to the Association on the instructions of the Directors (including the service of acting as Director and services performed by a Director under a contract of employment with the Association) provided that the procedure described in Article 40 (Conflicts of Interest) must be followed in considering the appointment of the Director and in relation to any other decisions regarding the remuneration authorised by this provision;

6.3.4. a Director may receive interest at a reasonable and proper rate on money lent to the Association; and

6.3.5. a Director may receive reasonable and proper rent for premises let to the Association.

6.4. For any transaction authorised by the proper application of Article 40, the Director's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Association shall be disapplied.

## **7. MEMBER INDEMNITY**

7.1. Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, the Secretary and the members of a Delegated Authority, shall be indemnified out of the assets of the Association in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and save always that this indemnity shall not apply to any dishonest or fraudulent acts or omissions.

## **8. WINDING UP**

8.1. If any property remains after the Association has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the Members

of the Association (except to a Member that is itself an organisation which would qualify to benefit under this Article), but must be given to:

- 8.1.1. some other institution or institutions with objects providing for the promotion of Volleyball; or
- 8.1.2. to any other sporting body; or
- 8.1.3. an organisation which has objects which is or are regarded as charitable under the law of England

(in that order of preference). The institution or institutions to benefit may be chosen by resolution of the Affiliated Clubs at or before the time of winding up or dissolution, and subject to any such resolution of the Affiliated Clubs may be chosen by resolution of the Directors at or before the time of winding up or dissolution.

## **9. MEMBERSHIP CLASSES**

- 9.1. The Association shall have the following classes of Members:
  - 9.1.1. Affiliated Clubs (who shall be the only Members of the Association for the purposes of the Companies Acts and the only voting members of the Association);
  - 9.1.2. Affiliated Associations;
  - 9.1.3. Affiliated Individuals; and
  - 9.1.4. Honorary Life Members.
- 9.2. The Members at Articles 9.1.2 to 9.1.4 shall be the Associate Members and shall not be entitled to vote at a General Meeting of the Members.
- 9.3. The Members shall be entitled to services and benefits as provided by the Association from time to time as specified in these Articles and in any other official publication of the Association, including without limitation the Framework.
- 9.4. The Members shall be deemed to have agreed to be bound by these Articles, the Framework document and any rules, regulations, policies and procedures issued by the Association from time to time whether or not they have signed a written statement to that effect.

## **10. AFFILIATED CLUBS**

- 10.1. The Affiliated Clubs of the Association shall be Members and shall be entitled to receive notices of General Meetings and they shall be entitled to attend, speak and vote at General Meetings in accordance with these Articles.
- 10.2. An Affiliated Club may withdraw from and rejoin the Association in accordance with such rules that the Board shall from time to time prescribe in the Framework.
- 10.3. Each Affiliated Club shall:
  - 10.3.1. pay an annual subscription (the “**Affiliated Club Subscription**”) to the Association



each year. The Affiliated Club Subscription shall be subject to an annual increase in line with inflation calculated by reference to the Retail Prices Index as at 1 April in the relevant year. Any increase shall be rounded to the nearest 50p. Any increase over and above this inflationary increase shall be subject to approval by ordinary resolution of the Affiliated Clubs in a General Meeting. The Board shall have the discretion to offer categories of Affiliated Clubs a discount on the Affiliated Club Subscription from time to time;

10.3.2. provide the Association with an up-to-date copy of its constitutional documents (including without limitation its Articles of Association, if applicable) from time to time and as may be requested by the Board; and

10.3.3. maintain a register of contact details of each of its officers and Club Members (including without limitation full name, postal address and, if applicable, an address for communications by Electronic Means), and, subject to compliance with applicable laws from time to time, provide the Association with an up-to-date copy of such register every 12 months and at other times on request by the Secretary.

10.4. The names of the Affiliated Clubs of the Association must be entered in the register of members.

## **11. AFFILIATED ASSOCIATIONS**

11.1. The Affiliated Associations comprise:

11.1.1. the Regional Associations;

11.1.2. the Area Associations;

11.1.3. any national organisation with a volleyball section recognised and admitted to membership of the Association by the Board; and

11.1.4. any other group or organisation recognised and admitted to membership of the Association by the Board.

11.2. The Affiliated Associations shall be Associate Members of the Association and they shall be entitled to receive notices of General Meetings, attend and speak at General Meetings but they shall not be entitled to vote at General Meetings.

## **12. REGIONAL ASSOCIATIONS**

12.1. The Regional Associations shall be responsible for administering the activities of the Association in relation to the Affiliated Clubs and Affiliated Individuals within the jurisdiction of the relevant region.

12.2. There shall be a Regional Association representing the regions of England recognised by Sport England from time to time and which are, as at the date of the Articles:

12.2.1. North East;

- 12.2.2. North West;
- 12.2.3. Yorkshire;
- 12.2.4. East Midlands;
- 12.2.5. West Midlands;
- 12.2.6. Eastern;
- 12.2.7. London;
- 12.2.8. South East
- 12.2.9. South West

The delineation of the boundaries between each Regional Association shall be determined by the Board.

- 12.3. Each Affiliated Individual and Honorary Life Member whose home address is located within the boundaries of the relevant Regional Association will automatically be accorded membership of that Regional Association.
- 12.4. Affiliated Clubs shall be members of the Regional Association the boundaries of which that Affiliated Club's home court is located.
- 12.5. An Affiliated Club with playing facilities within the boundaries of two or more Regional Associations shall be a member of one Regional Association only but may elect to which Regional Association it is associated. An Affiliated Club with no home playing facility shall be deemed to be a member of the Regional Association within whose boundaries that Affiliated Club's secretary's address is located.
- 12.6. Where any Affiliated Club, Affiliated Individual or Honorary Life Member is normally situated or resident outside any of the regions listed in Article 12.2, the Board shall determine to which Regional Association that Member shall be associated, taking into account the proximity of the relevant Regional Association. For the avoidance of doubt, this Article 12.6 applies to Affiliated Clubs, Affiliated Individuals and Honorary Life Members situated or residing in the Channel Islands and the Isle of Man.
- 12.7. Each Regional Association shall ensure that an up-to-date copy of its constitution is provided to the Secretary of the Association. Any proposed addition to, alteration or revision of the constitution of any Regional Association shall be submitted to the Secretary of the Association. If the Board and/or Secretary require any amendments to be made to such constitution, then the Regional Association shall ensure that it undertakes all acts necessary to enable the relevant amendment to be made in a timely manner.
- 12.8. The terms and conditions upon which each Regional Association shall operate, the mandate and/or terms of reference of each Regional Association and the meetings and proceedings of each Regional Association shall be governed by the terms of the Framework document.

### **13. AREA ASSOCIATIONS**

13.1. Area Associations shall either be:

13.1.1. established by Regional Associations to delegate responsibilities within the jurisdiction of the relevant Regional Association; or

13.1.2. established by a third party for a particular area to oversee Volleyball activity in such area,

in each case for the administration of leagues and competitions and other appropriate activities such as running technical official and coaching courses.

13.2. Area Associations, may be delineated by county, district or other area.

13.3. Each Area Association shall ensure that an up-to-date copy of its constitution is provided to the Secretary of the Association. Any proposed addition to, alteration or revision of the constitution of any Area Association shall be submitted to the Secretary of the Association. If the Board and/or Secretary require any amendments to be made to such constitution, then the Area Association shall ensure that it undertakes all acts necessary to enable the relevant amendment to be made in a timely manner.

13.4. The terms and conditions upon which each Area Association shall operate, the mandate and/or terms of reference of each Area Association and the meetings and proceedings of each Area Association shall be set out in writing by the relevant Regional Association and an up-to-date copy provided to the Secretary of the Association.

### **14. AFFILIATED INDIVIDUALS**

14.1. Affiliated Individuals shall be:

14.1.1. Club Members; and

14.1.2. players (national league and beach tour), coaches and technical officials and whose application for membership and/or registration is accepted by the Board.

14.2. It is a condition of membership for Affiliated Individuals (other than Club Members) that they each be fully paid-up in respect of the Individual Subscription payable pursuant to Article 16. Club Members must be fully paid up in respect of the membership fee or joining fee payable to the relevant Affiliated Club.

14.3. The Board may in its absolute discretion decline to accept any person as an Affiliated Individual. The Board may from time to time prescribe criteria for membership (including without limitation in the Framework document) but will not be obliged to accept persons fulfilling those criteria as Members.

14.4. Affiliated Individuals shall be Associate Members of the Association. They shall not be entitled to receive individual notice of General Meetings of the Association, although they may attend General Meetings. Affiliated Individuals may speak at General Meetings, although they shall not be entitled to vote (unless they are representing an Affiliated Club

as a proxy or authorised representative). Whilst it is not a condition of attending a General Meeting, it is preferred that Affiliated Individuals notify the Association of their intent to attend a General Meeting in advance (ideally 48 hours' notice) of that General Meeting, as a matter of courtesy.

## 15. HONORARY LIFE MEMBERS

- 15.1. Honorary Life Members shall be those persons who, in the opinion of the Board, warrant recognition for their services to the sport and recreation of Volleyball and are nominated as Honorary Life Members of the Association by a resolution of the Board which is ratified by an ordinary resolution of the Affiliated Clubs in General Meeting. There shall be no more than 10 Honorary Life Members at any time.
- 15.2. Honorary Life Members shall be entitled to receive notices of General Meetings and attend and speak, but not to vote, at General Meetings (unless they are representing an Affiliated Club as a proxy or authorised representative).
- 15.3. The term of membership for an Honorary Life Member shall be life except where the Honorary Life Member is removed from office by an ordinary resolution of the Affiliated Clubs in General Meeting, or where the Honorary Life Member notifies the Board of his or her wish to resign his or her membership.
- 15.4. From time to time the Board may (at its discretion) elect an “**Honorary President**” from the Honorary Life Members for a specified period (determined by the Board). The Honorary President shall be entitled to attend events as a representative of the Association from time to time as directed by the Board. For the avoidance of doubt, the Honorary President shall have no right to attend Board meetings (unless invited by the Board from time to time, in which case he or she shall have no right to vote at such Board meetings).

## 16. ASSOCIATE MEMBER SUBSCRIPTIONS

- 16.1. Affiliated Individuals other than Club Members (and not, for the avoidance of doubt, Honorary Life Members) shall pay an annual subscription (“**Individual Subscription**”) to the Association.
- 16.2. The amount of the Individual Subscription for each category of Affiliated Individual membership set out in Article 14.1.2 shall, subject to Article 16.3, be determined by the Board to reflect the cost of particular services provided to that category. So, for example, the total Individual Subscription may vary between players, coaches and technical officials.
- 16.3. The amount of the Individual Subscription for each category of Affiliated Individual shall be subject to an annual increase in line with inflation calculated by reference to the Retail Prices Index as at 1 April in the relevant year. Any increase shall be rounded to the nearest 50p. Any increase over and above this inflationary increase shall be subject to approval by ordinary resolution of the Affiliated Clubs in a General Meeting.

## **17. TERMINATION OF MEMBERSHIP**

- 17.1. Membership is not transferable.
- 17.2. A Member shall cease to be a Member:
  - 17.2.1. if the Member dies or, if it is an organisation, ceases to exist;
  - 17.2.2. on the expiry of at least seven Clear Days' notice given by the Member to the Association of his, her or its intention to withdraw;
  - 17.2.3. if any subscription or other sum payable by the Member to the Association is not paid on the due date and remains unpaid within one month of the due date; and/or
  - 17.2.4. if, at a Board meeting at which at least half of the Directors are present, a resolution is passed resolving that the Member be expelled including, without limitation, on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the reputation or interests of the Association. Such a resolution may not be passed unless the Member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board. A Member expelled by such a resolution shall nevertheless remain liable to pay to the Association any subscription or other sum owed by him, her or it.

## **GENERAL MEETINGS**

### **18. ANNUAL GENERAL MEETINGS**

- 18.1. The Association must hold an Annual General Meeting once in every calendar year. Not more than 15 months shall pass between one Annual General Meeting and the next. It shall be held between 15 May and 15 August in the relevant year at such time and place as the Board thinks fit.

### **19. OTHER GENERAL MEETINGS**

- 19.1. The Board may call a General Meeting at any time.
- 19.2. The Secretary must call a General Meeting if:
  - 19.2.1. he or she receives the written request of no less than five per cent of the Affiliated Clubs; or
  - 19.2.2. he or she receives the written request of no less than four Directors.
- 19.3. Any request for a General Meeting made pursuant to Article 19.2.2 must indicate the nature of the business to be transacted and shall be laid before the Chair. The Chair shall, within 21 days of receipt of such order or request, call a General Meeting.

## **20. NOTICE REQUIREMENTS**

- 20.1. All General Meetings must be called by either:
  - 20.1.1. at least 21 Clear Days' notice; or
  - 20.1.2. shorter notice if it is so agreed by a majority in number of the Affiliated Clubs. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Affiliated Clubs.
- 20.2. Every notice calling a General Meeting must specify the place, day and time of the meeting, whether it is a general or an Annual General Meeting, and the general nature of the business to be transacted.
- 20.3. In addition to the information required pursuant to Article 20.2 and otherwise by these Articles and the Companies Acts, every notice calling an Annual General Meeting shall specify the purposes of that meeting, which shall include:
  - 20.3.1. to receive from the Directors a full statement of account;
  - 20.3.2. to receive a report by the Directors containing a review of the operating activities of the Association since the previous Annual General Meeting and the Association's annual report;
  - 20.3.3. to hold and announce the results of the election of the Elected Directors in accordance with these Articles if a vacancy has arisen;
  - 20.3.4. to hold and announce the results of the election of any position in accordance with these Articles and/or the Framework if a vacancy has arisen;
  - 20.3.5. to appoint the Association's auditors;
  - 20.3.6. to authorise the Board to fix the remuneration of the auditors; and
  - 20.3.7. to transact such other business as may be brought before it in accordance with these Articles.
- 20.4. If a special resolution is to be proposed, the notice must include the proposer and must be seconded by the Board or by two Affiliated Clubs. The resolution must be received by the Chair not less than 14 days before the proposed date of the meeting.
- 20.5. In every notice calling a meeting of the Association there must appear with reasonable prominence a statement informing the Affiliated Clubs of their rights to appoint another person as their proxy at a General Meeting.
- 20.6. Notice of General Meetings must be given to every Affiliated Club, Affiliated Association, Honorary Life Member, to the Directors and to the auditors of the Association.

## **21. QUORUM FOR GENERAL MEETINGS**

- 21.1. No business (other than the appointment of the chair of the meeting) may be transacted at a General Meeting unless a quorum is present.
- 21.2. The quorum shall be 10 persons entitled to vote on the business to be transacted (each

being an Affiliated Club, a proxy for an Affiliated Club or a duly authorised representative of an Affiliated Club).

- 21.3. If a quorum is not present within 30 minutes from the time appointed for the meeting, 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, and if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting those present and entitled to vote shall be a quorum.

## **22. CHAIRING GENERAL MEETINGS**

- 22.1. The Chair or in his or her absence within 15 minutes after the scheduled start time for the meeting, the Vice-Chair shall preside as chair of every General Meeting.
- 22.2. If neither the Chair nor the Vice-Chair is present within 15 minutes after the scheduled start time for holding the meeting, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.
- 22.3. If no Director is present and willing to act as chair of the meeting within 15 minutes after the start time for holding the meeting, the Affiliated Clubs present in person or by proxy must choose a person who is present to be chair of the meeting, provided that a proxy holder shall not be entitled to be appointed chair of the meeting.
- 22.4. The chair of the meeting may invite and/or permit persons other than the Affiliated Clubs, Regional Associations, Area Associations, Directors, Chief Executive, Secretary, Honorary Life Members or such other individuals or organisations as he or she deem appropriate from time to time to attend and/or speak at a General Meeting.

## **23. ADJOURNMENT**

- 23.1. The chair of the meeting may adjourn a General Meeting at which a quorum is present if:
  - 23.1.1. the meeting consent to an adjournment; or
  - 23.1.2. it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 23.2. The chair of the meeting must adjourn a General Meeting by an ordinary resolution of the Affiliated Clubs represented at the meeting.
- 23.3. When adjourning a General Meeting, the chair of the meeting must:
  - 23.3.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Board; and
  - 23.3.2. have regard to any directions as to the time and place of any adjournment which have been given by the Affiliated Clubs represented at the meeting.

- 23.4. If the continuation of an adjourned meeting is to take place more than 30 days after it was adjourned, the Association must give at least seven Clear Days' notice of it:
- 23.4.1. to the same persons to whom notice of the Association's General Meetings is required to be given; and
- 23.4.2. containing the same information which such notice is required to contain.
- 23.5. No business may be transacted at an adjourned General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**

### **24. VOTING**

- 24.1. A resolution put to the vote of a General Meeting must be decided by at least a show of hands unless a poll is duly demanded in accordance with the Articles.
- 24.2. On a vote on a resolution at a meeting:-
- 24.2.1. by show of hands every Affiliated Club present shall have one vote; and
- 24.2.2. by a poll each Affiliated Club present shall have one vote and any and all proxy holders and authorised representatives shall have one vote for each of the Affiliated Clubs they represent which are entitled to vote on the resolution.
- 24.3. In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote.
- 24.4. No Affiliated Club shall be entitled to vote at any General Meeting unless all monies (including the Affiliated Club Subscription and other debts or fines due and owing prior to the date of notice issued in accordance with Article 20) presently payable by it to the Association have been paid.
- 24.5. There are two ways in which Members which are organisations rather than individuals (including for example Affiliated Clubs and Affiliated Associations) ("**Member Organisations**") may exercise their rights in General Meeting, including (where applicable) its rights to attend, speak and/or (in the case of Affiliated Clubs only) vote:
- 24.5.1. to authorise a person or persons to act as its representative or representatives at any General Meeting (an "**Appointed Representative**") in accordance with Article 27; or
- 24.5.2. by appointing a proxy to exercise its rights by notifying the Association of that proxy in accordance with Article 26.

### **25. POLL VOTES**

- 25.1. A poll on a resolution may be demanded:
- 25.1.1. in advance of the General Meeting where it is to be put to the vote; or



- 25.1.2. at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 25.2. A poll may be demanded by:
  - 25.2.1. the chair of the meeting;
  - 25.2.2. the Directors;
  - 25.2.3. two or more persons having the right to vote on the resolution;
  - 25.2.4. any person, who, by virtue of being appointed proxy for one or more Members having the right to vote on the resolution, holds two or more votes; or
  - 25.2.5. a person or persons representing not less than one tenth of the total voting rights of all the Affiliated Clubs.
- 25.3. A demand for a poll may be withdrawn if:
  - 25.3.1. the poll has not yet been taken; and
  - 25.3.2. the chair of the meeting consents to the withdrawal.
- 25.4. There may be a reasonable delay prior to a poll being taken. Polls must be taken in such manner as the chair of the meeting directs.
- 25.5. A written resolution of the Association passed in accordance with the Companies Acts shall have effect as if passed by the Association in General Meeting.

## **26. APPOINTMENT OF PROXIES**

- 26.1. Members may appoint a proxy to exercise their rights in General Meeting, including (where applicable) their rights to attend, speak and/or (in respect of Affiliated Clubs only) vote. Proxies shall be appointed by a notice in Writing ("**Proxy Notice**") which:
  - 26.1.1. states the name and address of the Member appointing the proxy;
  - 26.1.2. identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
  - 26.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
  - 26.1.4. is delivered to the Association in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.
- 26.2. Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 26.2.1. 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
  - 26.2.2. 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.

- 26.3. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting may still do so in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Association by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.
- 26.4. An appointment under a Proxy Notice may be revoked by delivering to the Association a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 26.5. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 26.6. A Member present in person or by proxy at any meeting of the Association shall be deemed to have received notice of the meeting and of the purposes for which it was called.

## **27. APPOINTED REPRESENTATIVES**

- 27.1. Evidence of appointment of any Appointed Representative must be produced in the form of:
  - 27.1.1. an original or certified copy of the resolution of the directors or other governing body of the Member Organisation;
  - 27.1.2. a letter confirming the appointment of the representative on the letterhead of the Member Organisation signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or
  - 27.1.3. such other form as the Board may reasonably require.

# **C. THE EXECUTIVE BOARD**

## **28. GENERAL AUTHORITY**

- 28.1. Subject to the Articles and the Companies Act, the Board is responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association which are not required to be done or exercised by the Association in General Meeting.
- 28.2. The Board has the power to adopt, make, alter, add to or reduce rules, regulations, bye-laws, policies and procedures for the carrying out of the objects of the Association, the administration of the Association and for the observance by Members, including without limitation by producing and amending the Framework document from time to time.
- 28.3. Without prejudice to the generality of Articles 28.1 and 28.2, the specific functions of the Board shall include:

- 28.3.1. to establish and approve the Association's strategy, management policies, business plan, financial plan and financial budgets;
  - 28.3.2. to receive reports and to make approvals and recommendations in relation to the audit of the Association;
  - 28.3.3. the transparent publication in a fair, accurate and understandable manner of appropriate documentation and materials to the Members, including but not limited to information on the Associations governance, structure, activities and financial position including the presentation the annual report and accounts for approval by the Affiliated Clubs in Annual General Meeting;
  - 28.3.4. to periodically monitor the finances, business performance and risk profile of the Association, with a view to ensuring its continued financial viability of the Association, the delivery of the strategic plan of the Association and the delivery of the Association's objects;
  - 28.3.5. to engage with all stakeholders of the Association with respect their proposals and concerns;
  - 28.3.6. to ensure the Association maintains a strong and public commitment to achieving gender parity and greater diversity throughout its activities, and specifically to target a minimum of 30% of each gender on its Board;
  - 28.3.7. to consider the succession planning of the Board and all other senior roles within the Association;
  - 28.3.8. to ensure the Association is compliant with all laws and regulations;
  - 28.3.9. to identify any further education or training needs of the Board;
  - 28.3.10. delegate their authority as they deem appropriate of the continued progress and running of the Association and review such delegated authorities as they see fit; and
  - 28.3.11. to arrange the Annual General Meeting and other General Meetings in accordance with these Articles.
- 28.4. Each Director shall be individually and jointly responsible with his or her fellow Directors for the management of the whole of the business and affairs of the Association and must at all times act in the best interests of the Association as a whole and in a manner consistent with their legal duties.
- 28.5. At least once in every four years or at the request of Sport England, the Board shall appoint an independent third party to evaluate the composition and effectiveness of the Board and in turn implement appropriate recommendations from such report.

## **29. BOARD DELEGATED AUTHORITIES**

- 29.1. Subject to the Articles, the Board may delegate any of its powers or functions, or the

implementation of their decisions, or day to day management of the affairs of the Association to any person or persons, Sub-Group or Committee (each being a “**Delegated Authority**” and collectively being the “**Delegated Authorities**”).

- 29.2. Notwithstanding any other provision in these Articles (or for avoidance of doubt elsewhere in any documentation of the Association) no Delegated Authority shall have the right to override or otherwise fetter the authority of the Board.
- 29.3. The Board shall maintain the Audit Committee and the Nominations Committee.
- 29.4. Any Delegated Authority may be by such means, to such an extent, in relation to such matters or territories, on such terms and conditions as the Board think fit.
- 29.5. The Board may revoke any Delegated Authority in whole or part, or alter its terms of terms of reference at their absolute discretion.
- 29.6. The Board may by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine.
- 29.7. Where the Board is appointing any individuals as a Delegated Authority, or as part of a Delegated Authority board, they must ensure a formal, rigorous and transparent recruitment process is followed at all times.
- 29.8. Delegated Authorities must at all times act in accordance with the Association’s Delegated Authority Code of Conduct including the specific requirements with respect managing conflicts of interest and shall at all times act with integrity and transparency.
- 29.9. The Board shall (where relevant) specify any terms or requirements of the Delegated Authorities as they from time to time see fit, including but not limited to:
  - 29.9.1. who shall serve or be asked to serve on the Delegated Authority and whether the Delegated Authority may make co-options up to a specified number);
  - 29.9.2. the method for appointing individuals to the Delegated Authority and the maximum terms they can serve;
  - 29.9.3. the scope and remit of the Delegated Authority including any required output;
  - 29.9.4. the quorum required at meetings of the Delegated Authority; and
  - 29.9.5. the reporting requirements of the Delegated Authority to the Board and to be published on the website of the Association;and such terms of reference shall be publicly published on the website of the Association.
- 29.10. No Delegated Authority shall knowingly incur expenditure or liability on behalf of the Association except as set out in the Framework document (if applicable), where authorised by the Board or in accordance with a budget which has been approved by the Board.

### **30. COMPOSITION OF THE BOARD**

- 30.1. The Board shall consist of a maximum of 12 Directors comprising:

- 30.1.1. four Independent Appointed Directors (one of which shall be the Chair); and
- 30.1.2. eight Elected Directors.
- 30.2. At least one Independent Appointed Director shall be appointed as the Senior Independent Director.
- 30.3. No Director may be an employee, worker or consultant of the Association and they must not receive remuneration or other payment (save as authorised in accordance with Article 6.3) from the Association.
- 30.4. The Independent Appointed Directors must be Independent.
- 30.5. No Director may also be a member of the Hub Team.
- 30.6. The Board shall at all times maintain in the public domain a summary of the Board expressly outlining each roles title, responsibilities, legal and regulatory obligations, required attributes, the incumbent Board member and their current service.

### **31. APPOINTMENT OF DIRECTORS**

- 31.1. The Nominations Committee shall consist of the following (provided they are not conflicted):
  - 31.1.1. the Chair;
  - 31.1.2. up to five Directors (the majority of which shall be Independent Appointed Directors); and
  - 31.1.3. one senior member of the Hub Team.
- 31.2. The Board shall inform the Nominations Committee as soon as they become aware that a Board position is to become vacant.
- 31.3. The Nominations Committee shall be responsible for conducting a formal, rigorous and transparent publicly advertised recruitment process and initial assessment of Board role applications. This process must be competence-based and conducted in accordance with the Association's recruitment policy. They shall report their findings to the Board. In order to be considered, any candidate must give the Association a declaration of good character in the form reasonably specified by the Board.
- 31.4. The Nominations Committee shall inform Sport England of a process being started in reference to a Board role.
- 31.5. In the case of any Independent Appointed Directors, the Board shall have the discretion to make such appointment on such terms and conditions (including without limitation, subject to Article 32, term of office) as the Board shall determine. Independent Non-Executive Directors will be deemed to be Members as long as they are serving on the Board.
- 31.6. In the case of Elected Directors, the Board shall make a recommendation to the Affiliated Clubs with respect the applicants. Elected Directors shall then be elected by ordinary resolution at a General Meeting.

- 31.7. Subject to Article 32 below, unless the Affiliated Clubs resolve otherwise by ordinary resolution, Elected Directors' default terms shall be four years from the date of the Annual General Meeting at which he/she was appointed.
- 31.8. At the time of delivery of notice of the relevant General Meeting, notice must be given to all who are entitled to receive notice of the meeting of any person (other than a Director retiring by virtue of Articles 32.1) who is recommended by the Board for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Association of the intention to propose him or her at the meeting for appointment or reappointment as a Director.
- 31.9. Upon the appointment of a Director to the Board, the Board shall:
- 31.9.1. issue such Director a written statement of their responsibilities on the board, their statutory duties and the Directors Code of Conduct; and
- 31.9.2. conduct a formal induction to the Board.
- 31.10. If a Board role becomes vacant unexpectedly and the Board determine that leaving such role vacant until such time that the formal processes at will be to the detriment of the Association, the Board may co-opt onto the board a director (a "**Co-Opted Director**"). A Co-Opted Director must serve only for as long as necessary to carry out the formal appointment process and in any event for not longer than one year and, in the case of the Elected Directors, not beyond the next Annual General Meeting.

## **32. TERMS OF OFFICE**

- 32.1. All Directors will retire from office at the end of their term (as determine in accordance with Article 31 above) at the Annual General Meeting, but may, subject to the provisions of this Article 32, offer themselves for reappointment for a consecutive term.
- 32.2. No single term of either:
- 32.2.1. the Chair; or
- 32.2.2. an Elected Director
- shall be for more than four years nor, subject to Article 34.4, shall those Directors serve for a period greater than eight years in aggregate.
- 32.3. No single term of any Independent Appointed Director that is not the Chair shall be for more than two years nor, subject to Article 34.4, shall those Directors serve for a period greater than eight years in aggregate.
- 32.4. Where a Director retires by virtue of having reached their maximum term in accordance with Article 32.2 or 32.3, that individual should be not reconsidered for any Directorship of the Association until at least four years have passed since they were last Director.
- 32.5. If, at the Annual General Meeting at which a Director retires by virtue of Articles 32.1, the Association does not fill the vacancy, subject to Articles 32.2 and 32.3, the retiring Director

will, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Director is put to the meeting and lost.

32.6. No person may be appointed as a Director unless he or she:

32.6.1. has reached the age of 18 years; and

32.6.2. in the case of an Elected Director, is a Member; and

32.6.3. in the case of an Independent Appointed Director, is Independent.

32.7. A Director who retires at an Annual General Meeting and who is not reappointed or deemed to have been reappointed shall retain office until either:

32.7.1. the meeting appoints someone in his or her place; or

32.7.2. (if no one is appointed in his or her place) until the end of the meeting.

### **33. TERMINATION OF DIRECTOR'S APPOINTMENT**

33.1. A person ceases to be a Director as soon as:

33.1.1. that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

33.1.2. a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

33.1.3. notification is received by the Association from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);

33.1.4. the Director fails to attend two Board meetings in any calendar year without prior notification to the Chair and good reason, as determined at the sole discretion of the Board;

33.1.5. at a General Meeting of the Association, the Affiliated Clubs resolve to remove the Director from office in accordance with the Companies Acts;

33.1.6. at a meeting of all the remaining Directors, a resolution of all of Directors is passed that he or she be removed from office. Reasons for removal pursuant to this Article may include, without limitation, if the remaining Directors believe that the relevant Director is suffering from a mental disorder and is incapable of acting.

### **34. CALLING AN EXECUTIVE BOARD MEETING**

34.1. The Board shall meet as often as is necessary to discharge their duties in accordance with these Articles and the Companies Act and in any event no less than four times in any 12

month period.

- 34.2. Any Director may (and the Secretary must at the request of any such Director) call a Board meeting.
- 34.3. A Board meeting must be called by at least 14 Clear Days' notice unless either:
  - 34.3.1. all the Directors agree; or
  - 34.3.2. urgent circumstances require shorter notice.
- 34.4. Notice of Board meetings must be given to each Director. Every notice calling a Board meeting must specify:
  - 34.4.1. the place, day and time of the meeting;
  - 34.4.2. the general nature of the business to be considered at such meeting; and
  - 34.4.3. if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 34.5. Notice of Board meetings need not be in Writing. Notice of Board meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

### **35. QUORUM FOR BOARD MEETINGS**

- 35.1. At a Board meeting, no proposal is to be voted on unless a quorum is participating, except as set out in Article 35.2. The quorum for Board meetings is four Directors.
- 35.2. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
  - 35.2.1. to appoint further Directors in accordance with the Articles; or
  - 35.2.2. to call a General Meeting so as to enable the Members to appoint further Directors.

### **36. CHAIRING OF BOARD MEETINGS**

- 36.1. The Chair shall preside at each Board meeting, except that if the Chair is absent 15 minutes from the scheduled start of the Board meeting or is unwilling to act as chair:
  - 36.1.1. in the case of the first Board meeting at which the Chair does not preside, the Vice-Chair shall preside as chair, or, in the Vice-Chair's absence, 15 minutes from the scheduled start of the Board meeting, the Senior Independent Director, or in their absence, another Independent Appointed Director nominated by the Directors present; or
  - 36.1.2. in the case of the second or more consecutive Board meeting at which the Chair does not preside, the Senior Independent Director shall preside as chair, or in their absence, another Independent Appointed Director nominated by the Directors present.



### **37. PARTICIPATION IN BOARD MEETINGS**

- 37.1. The Directors shall at all time act in accordance with the Directors' Code of Conduct.
- 37.2. Subject to the Articles, Directors participate in an Board meeting, or part of such meeting, when:
  - 37.2.1. the meeting has been called and takes place in accordance with the Articles; and
  - 37.2.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 37.3. In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.
- 37.4. If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is
- 37.5. A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

### **38. DECISION-MAKING BY THE BOARD**

- 38.1. Any decision of the Board must be either a majority decision of the Directors at a meeting, or a decision taken in accordance with Article 24.
- 38.2. Subject to Article 38.3, questions arising at a Board meeting shall be decided by a majority of votes of the Directors. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.
- 38.3. The Chair shall not have a casting vote if, in accordance with the Articles or the Companies Acts, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 38.4. The Board must cause minutes to be made in books kept for the purpose:
  - 38.4.1. of all appointments of officers made by the Board;
  - 38.4.2. of all resolutions of the Association and of the Board (including, without limitation, decisions of the Board made without a meeting); and
  - 38.4.3. of all proceedings at meetings of the Association and of the Directors, and of committees of Board, including the names of the Directors present at each such meeting;
  - 38.4.4. and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Director of the Association, be sufficient evidence of the proceedings.

Minutes made pursuant to this Article must be kept for at least ten years from the date of

the meeting, resolution or decision.

- 38.5. The Board may take a decision without a Board meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision shall take the form of a resolution in writing, copies of which have been signed by each Director consenting to it or to which each such Director has otherwise indicated agreement in writing. Decisions made pursuant to this Article must be minuted.

### 39. REQUIRED BOARD MEETING AGENDA ITEMS

- 39.1. The Board shall discuss the following items at least as often as interval outlined next to that item:

AGENDA ITEM	MINIMUM INTERVAL
Review of the annual and long term strategy and financial position of the Association.	12 Months
Review of the Delegated Authorities in place	12 months
Review of the composition and performance of the Board including: <ul style="list-style-type: none"><li>its ability to discharge its responsibilities;</li><li>its balance of skills, experience and knowledge;</li><li>its diversity;</li><li>any other relevant factors.</li></ul>	12 months
Review the diversity position of the Association.	12 months
Review and acceptance of the annual governance report	12 months
Review of the effectiveness of the Associations risk management and controls.	12 months
Appointment of an independent third party to review the Board in accordance with Article 28.5.	4 years
Review of Directors Code of Conduct, Framework and Delegated Authorities' terms of reference.	4 years

### 40. CONFLICTS OF INTEREST

- 40.1. The Board must keep a register of Directors' interests. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Association or in any transaction or arrangement entered into by the Association which has not previously been declared.
- 40.2. Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Board at the time or before discussion begins on the relevant matter unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 40.3. If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 40.4. Whenever a Director has a Conflict of Interest either in relation to a matter to be discussed

at a meeting or a decision to be made by written resolution either the Director must comply with Article 40.5 or authorisation must be given by the unconflicted Directors under Article 40.7.

40.5. If a Director with a Conflict of Interest is required to comply with this Article 40.5 he or she must:

40.5.1. remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

40.5.2. not be counted in the quorum for that part of the meeting; and

40.5.3. withdraw during the vote and have no vote on the matter.

40.6. When a Director has a Conflict of Interest which he or she has declared to the Board, he or she shall not be in breach of his or her duties to the Association by withholding confidential information from the Association if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her. The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

40.6.1. in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 40.5;

40.6.2. in authorising a Conflict of Interest, the Board can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

40.6.3. the decision to authorise a Conflict of Interest can impose such terms as the Board thinks fit and is subject always to its rights to vary or terminate the authorisation; and

40.6.4. nothing in this Article 40.6 shall have the effect of allowing the Board to authorise a benefit that is not permitted in accordance with Article 6.3.3.

40.7. A Director shall not be accountable to the Association for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance this Article 40 (subject to any limits or conditions to which such approval was subject).

#### **41. VALIDITY OF DIRECTOR ACTIONS**

41.1. All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

### **D. ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

## **42. COMMUNICATIONS**

- 42.1. Subject to the provisions of the Companies Acts and these Articles, a Document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in Hard Copy Form, in Electronic Form or (in the case of communications by the Association) by making it available on a website, provided that a Document or information (including any notice) may only be given, sent or supplied in Electronic Form or by being made available on a website if:
- 42.1.1. the recipient has agreed (generally or specifically) that the Document or information may be sent or supplied in that manner; or
- 42.1.2. if the recipient is deemed to have so agreed in accordance with the Companies Acts; and has not revoked that agreement.
- 42.2. Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 42.3. Any Document or information (including any notice) sent to a Member by the Association under the Articles may be sent to the Member's postal address as shown in the Association's register of Members or (in the case of Documents or information sent by Electronic Means) to an Address specified for the purpose by the Member, provided that the Association is not required to send notice of a General Meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid Address;
- 42.4. Any Document to be sent or supplied by a Member to the Association under the Articles may only be sent or supplied:
- 42.4.1. in the case of Documents in Hard Copy Form, by sending or delivering them to the Association's registered office or to such other address as may be specified by the Association; or
- 42.4.2. in the case of Documents in Electronic Form, by sending them by Electronic Means to an Address notified to the Members for that purpose.
- 42.5. A Director may agree with the Association that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## **43. RECORDS AND ACCOUNTS**

- 43.1. The Directors shall comply with the requirements of the Companies Acts as to maintaining a register of the Affiliated Clubs (being the members of the Association for the purpose of the Companies Act), keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

- 43.1.1. annual reports;
  - 43.1.2. annual returns; and
  - 43.1.3. annual statements of account.
- 43.2. Except as provided by law or authorised by the Board or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or Documents merely by virtue of being a Member.
- 43.3. The audited accounts of the Association shall be published on the website of the Association.

#### **44. REGULATIONS**

The Directors may, from time to time, make, repeal or alter regulations as to the management of the Association and its affairs, the duties of any officers or employees of the Association, the conduct of business of the Directors or any committee and any of the matters or things within the powers or under the control of the Directors (including without limitation as may be included in the Framework). Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law.

# SCHEDULE

## INTERPRETATIONS

### Defined Terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
<b>“Address”</b>	includes a number or address used for the purpose of sending or receiving documents by electronic means
<b>“Affiliated Association”</b>	together, the Regional Associations and the Area Associations
<b>“Affiliated Club(s)”</b>	those companies, associations, organisations and other groups which provide or manage facilities for the participation in Volleyball or teams participating in Volleyball, in each case which are accepted into membership of the Association by the Board from time to time pursuant to Article <b>Error! Reference source not found.</b> ;
<b>“Affiliated Club Subscription”</b>	has the meaning set out in Article 10.3.1;
<b>“Affiliated individual”</b>	has the meaning set out in Article 14
<b>"Annual General Meeting"</b>	a General Meeting of the Association designated as being the "Annual General Meeting" held in accordance with these Articles generally, and specifically Article 18;
<b>“Appointed Representative”</b>	has the meaning set out in article 24.5
<b>“Area Associations”</b>	means those associations as defined in Article 13 (and may include local, county and area associations)
<b>“Articles”</b>	the Association’s articles of association
<b>“Associate Members”</b>	together, the Affiliated Individuals, Affiliated Associations and Honorary Life Members (and each is an <b>“Associate Member”</b> )
<b>“Audit Committee”</b>	means the audit committee established by the Association as set out in the Framework
<b>“Board of Directors” or “the Board”</b>	the board of Directors of the Association from time to time constituted pursuant to Article 30
<b>“British Volleyball”</b>	the British Volleyball Federation, being the governing body for Volleyball activity in the United Kingdom
<b>"Chair"</b>	means the Independent Appointed Director who is appointed as the chairperson of the Association from time to time
<b>“CEV”</b>	the Confederation Europeeane de Volleyball, being the governing body for

	volleyball in Europe
<b>"Chief Executive"</b>	the chief executive of the Association from time to time;
<b>"Clear Days"</b>	in relation to the period of a notice, 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;
<b>"Club Members"</b>	those individuals who are members of an Affiliated Club and who have paid the relevant membership or joining fee to their Affiliated Club;
<b>"Committee(s)"</b>	those committees that the Board may establish, disband, reconstruct or rename from time to time in accordance with these Articles, including without limitation the Nominations Committee, the Audit Committee, the Diversity Committee, the Judicial and Disciplinary Committee, the Staffing Committee and the International Relations Committee;
<b>"Companies Acts"</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Association;
<b>"Conflict of Interest"</b>	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Association;
<b>"Delegated Authority"</b>	has the meaning given in Article 29.1;
<b>"Delegated Authority Code of Conduct"</b>	the general code of conduct dictating the actions of a Delegated Authority to be issued and maintained by the Board;
<b>"Director"</b>	a director of the Association, and includes any person occupying the position of director, by whatever name called (including Elected Directors and Independent Appointed Directors);
<b>"Directors Code of Conduct"</b>	the code of conduct dictating the actions and behaviours of the Board;
<b>"Document"</b>	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
<b>"EPV"</b>	European ParaVolley Association;
<b>"Elected Directors"</b>	the elected members of the Board outlined at Article 30.1;
<b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
<b>"England"</b>	has the meaning set out in Article 4.1.1;
<b>"FIVB"</b>	the Federation Internationale de Volleyball, being the international governing body for Volleyball;
<b>"Framework"</b>	means that document setting out the rules, regulations, bye-laws and other requirements and/or processes relating to the administration and/or management of the Association, its Delegated Authorities as may be promulgated by the Board from time to time pursuant to Article 28.2;
<b>"General Meetings"</b>	a meeting of certain Members of the Association held in accordance with these Articles;
<b>"Hard Copy" and</b>	have the meanings respectively given to them in the Companies Act 2006

<b>“Hard Copy Form”</b>	
<b>“Honorary Life Members”</b>	has the meaning set out in Article 15;
<b>“Honorary President”</b>	has the meaning set out in Article 15.4;
<b>“Hub Team”</b>	the operational Delegated Authority based at the registered office of the Association;
<b>“Independent”</b>	a person is independent if they are free from any close connection to the Association and if, from the perspective of an objective outsider, they would be viewed as independent. A person may still be deemed to be ‘independent’ even if they are a member of the Association and/or play the sport. Examples of a ‘close connection’ include: (A) they are or have within the last four years been actively involved in the Association's affairs, e.g. as a representative of a specific interest group within the Association such as a sporting discipline, a region or a home country; (B) they are or have within the last four years been an employee of the Association; or (C) they have close family ties with any of the Association's directors or senior employees;
<b>“Independent Appointed Directors”</b>	the appointed members of the Board outlined at Article 30.1;
<b>“Individual Subscription”</b>	has the meaning set out in Article 16.1;
<b>“Members”</b>	together, the Affiliated Clubs and Associate Members;
<b>“Member Organisations”</b>	has the meaning set out in Article 24.5;
<b>“Nominations Committee”</b>	the Delegated Authority of the Board constituted in accordance with Article 29.3 in order to manage the selection and appointment of Board and senior positions;
<b>“Proxy Notice”</b>	“has the meaning set out in Article 26;
<b>“Regional Associations”</b>	has the meaning set out in Article 12;
<b>“Secretary”</b>	the secretary of the Association from time to time which, in the absence of a specified secretary, shall be the chief operating officer of the Association;
<b>“Senior Independent Director”</b>	means an Independent Appointed Director who is appointed as senior independent director by the Board, and whose responsibilities include: (i) providing a sounding board for the Chair; (ii) serving as an intermediary for the other Directors when necessary; (iii) acting as an alternative contact for stakeholders to share any concerns if the normal channels of the chair or the organisation’s management fail to resolve the matter or in cases where such contact is inappropriate; and (iv) leading on the process to appraise the Chair’s performance;
<b>“Sports Councils”</b>	means UK Sport and/or Sport England, as applicable;
<b>“Sub-Group”</b>	those sub-groups that the Board may establish, disband, reconstruct or



rename from time to time in accordance with these Articles, including without limitation, the Commercial and Marketing Sub-Group, the Core Market Sub-Group, the Finance Strategy and Risk Sub-Group and the Technical and Talent Sub-Group;

**“Vice Chair”** the Elected Director known as the ‘Vice Chair’ who is elected in accordance with the Articles;

**“Volleyball”** the sport and recreation of volleyball in all its disciplines, including without limitation indoor volleyball, beach volleyball and sitting volleyball;

**“WPV”** World ParaVolley;

**“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Association.