

No. 2370578

THE COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

- of -

THE BRITISH PARALYMPIC ASSOCIATION

Incorporated the 11th day of April 1989

Amended 1 May 2012, 4 May 2016, 6 October 2017 and 20 November 2019

Part 1

Interpretation, name, limitation of liability and aims

1. INTERPRETATION

- 1.1 In these articles the words shown in the first column of the table below shall have the meaning set opposite them respectively in the second column thereof, if not inconsistent with the subject or context.

<u>Words</u>	<u>Meanings</u>
"Acts"	means the Companies Acts and the Charities Act 1993 (or any subsequent enactment thereof) in so far as they apply to the Association;
"articles"	means these articles of association;
"Association"	means the British Paralympic Association;
"Athletes' Commission"	means the British Paralympic Association Athletes' Commission and known as the Athletes' Commission or such other successor body as the Association may from time to time recognise;
"Athletes' Commission Appointee"	has the meaning given in article 22.1(c);
"Board" or "Board Members"	means the Directors;
"Chair"	means the chair of the Association appointed from time to time in accordance with article 24.1. The Chair may also be referred to as the President (particularly in regard to international communications and protocols), with no change to the purpose or status of the role;
"chair of the meeting"	has the meaning given in article 15.3;
"clear days"	in relation to the period of notice means a period excluding: (i) the day when the notice is given or deemed to be given; and (ii) the day for which it is given or on which it is to take effect;
"cognitive impairment"	includes all types of intellectual disability;
"Commission"	means the Charity Commission of England and Wales;
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Association;

"Conflict"	has the meaning defined in article 32;
"day"	means a period of 24 hours beginning and ending on 00.00 midnight;
"Directors"	means the board of directors of the Association for the time being elected or appointed pursuant to article 23 (or any of them as the context requires). The directors are charity trustees as defined by section 97 Charities Act 1993;
"document"	any legible document and includes, unless otherwise specified, any document sent or supplied in electronic form;
"Election Meeting"	means a general meeting of the Association called in accordance with article 23 and so designated by the Board;
"electronic form"	has the same meaning as in section 1168 of the Companies Act 2006;
"Honorary Vice-President"	means the person who is appointed to be an honorary vice-president of the Association, an honorary role that is Board appointed from time to time in accordance with article 12.1;
"Interested Director"	has the meaning given in article 32;
"in writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;
"IPC"	means the International Paralympic Committee;
"IPC Governing Board"	means the governing board for the time being of the IPC;
"member(s)"	has the meaning in section 112 of the Companies Act 2006 and includes the Voting Members and Non-Voting Members;
"month"	means calendar month;
"Non-Voting Member"	has the meaning given in article 10.1 and "Non-Voting Membership" shall be construed accordingly;
"NGB"	means the governing body of a Paralympic Sport in the United Kingdom (or a joint board or committee formed by the governing bodies of a Paralympic Sport in United Kingdom), which is generally recognised within that sport to be the authority responsible for the selection and management of the British teams in that sport at the Paralympic Games and is affiliated to an international federation

or Sports Association recognised by the IPC as controlling that Paralympic Sport on an international basis and which conducts its activities in compliance with the rules of the IPC;

"NPC"	means the National Paralympic Committee of the Association for the time being elected pursuant to article 11;
"ordinary resolution"	has the meaning set out in section 282 of the Companies Act 2006;
"Paralympiad"	means the period of four consecutive calendar years between the end of one summer Paralympic Games and the next;
"Paralympic Games"	means the competition every four years (whether summer or winter) between disabled athletes in individual or team events and any other event designated as such by the IPC;
"Paralympic Programme"	means the programme of sports comprising a summer or winter Paralympic Games;
"Paralympic Sport"	means a sport recognised for the time being by the IPC as being on the programme of the summer or winter Paralympic Games;
"proxy notice"	has the meaning set out in article 18.1;
"Relevant Matter"	has the meaning set out in article 31;
"Secretary"	means any person appointed to perform the duties of secretary to the Association;
"Senior Independent Director"	means the Association's senior independent director (as such term is used in the UK Corporate Governance Code), and who shall be a non-executive Director appointed to the Board in accordance with article 25;
"Sports Association"	a sports association which is affiliated to the Association;
"special resolution"	has the meaning given in section 283 of the Companies Act 2006;
"United Kingdom"	means the United Kingdom of Great Britain and Northern Ireland, together with crown dependencies and British Overseas Territories which do not have independent national paralympic committee status within the IPC;
"Vice-Chair"	means the vice-chair of the Association elected for the time being in accordance with article 24.3. The Vice-Chair may also be referred to as the Vice-President (particularly in regard to international communications

and protocols), with no change to the purpose or status of the role;

"Voting Member"

has the meaning given in article 9.1 and **"Voting Membership"** shall be construed accordingly; and

"year"

means calendar year.

- 1.2 Words importing the masculine gender only shall include the feminine.
- 1.3 Words importing the singular only shall where applicable include the plural. Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Acts as in force at the date when these articles become binding on the Association.
- 1.4 Apart from the exceptions referred to in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.
- 1.5 Headings and marginal notes are inserted for convenience and do not affect the construction of these articles.

2. REGULATIONS OF THE ASSOCIATION

These articles are the articles of association of the Association and:

- (a) the Companies Act 2006 Model Articles For Private Companies Limited By Guarantee;
- (b) the Regulations in Table C to any Companies Act or Companies (Consolidation) Act prior to the Companies Act 1985; and
- (c) the Regulations in Table C of the Companies (Table A to F) Regulations 1985 (SI 1985/805), as amended from time to time,

do not apply to the Association.

3. NAME

- 3.1 The name of the company (hereinafter called "the Association") is "THE BRITISH PARALYMPIC ASSOCIATION".
- 3.2 The registered office of the Association will be situated in the United Kingdom.

4. LIABILITY OF THE MEMBERS

- 4.1 The liability of the members is limited.
- 4.2 Every Voting Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while he is a Voting Member, or within one year after he ceases to be a Voting Member, for payment of the debts and liabilities of the Association contracted before he ceases to be a Voting Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, in each case such amount as may be required being limited to an aggregate sum for each Voting Member not exceeding £10.

- 4.3 If upon winding up or dissolution of the Association 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 Association, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association and provided that such other institution or institutions shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed upon the Association under or by virtue of article 7 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and in so far as effect cannot be given to the aforesaid provision then to some charitable object.

5. **AIMS OF THE ASSOCIATION**

Charitable objects

- 5.1 The exclusively charitable objects for which the Association is established are:
- (a) to relieve people with physical, sensory or cognitive impairments by encouraging and facilitating their participation in sporting activities and assisting in the provision of training, facilities and equipment for this purpose; and
 - (b) the relief of poverty and the advancement of education and such other purposes for the benefit of the community as shall be exclusively charitable.

Equality and Diversity

- 5.2 The Association is fully committed to the principles of diversity, equality of opportunity and promoting good relations for all, regardless of gender, age, disability, gender reassignment, race, sexual orientation, religion and belief, marriage and civil partnership, pregnancy and maternity or socio-economic background. A full copy of the Association's Equality and Diversity Policy (as updated from time to time) can be found on the Association's website.

6. **POWERS OF THE ASSOCIATION**

- 6.1 The Association shall have the following powers exercisable in furtherance of its said objects but not otherwise namely:
- (a) to organise United Kingdom participation in the Paralympic Games and where appropriate other international championships approved by the IPC;
 - (b) to assist and co-ordinate the activities of NGBs of Paralympic Sport in the United Kingdom in the preparation of competitors for the Paralympic Games and where appropriate other international championships approved by the IPC;
 - (c) to scrutinise and approve if appropriate bids for holding the Paralympic Games and other international championships requiring IPC approval by venues and/or organisations in the United Kingdom;
 - (d) to oversee and confirm that appropriate arrangements are made for the organisation of such events (as mentioned in article 6.1(c) above) that are awarded by the IPC to a venue and/or organisation in the United Kingdom;
 - (e) to encourage interest in the Paralympic Games and other international championships for disabled people and to foster the aims and ideals of the Paralympic movement throughout the United Kingdom in accordance with the principles and rules of the IPC and to focus public attention with particular reference to the youth of the country on the Paralympic events;

- (f) to initiate organise and co-ordinate in the United Kingdom a Paralympic Day in accordance with the rules of the IPC;
- (g) to distribute as appropriate all information with regard to other international championships for disabled people.
- (h) to provide forums for consultation among member bodies and among disabled people and to provide a means by which their views can be represented to others;
- (i) to consult and liaise closely with the British Olympic Association;
- (j) to organise such membership schemes in support of the Association's objects as may from time to time be determined;
- (k) to hold or assist in holding exhibitions, competitions and shows for the purpose of promoting its objects;
- (l) to print, publish or sell any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects and to carry on courses of instruction, lectures or discussions for the purpose of promoting its objects;
- (m) to subscribe, guarantee or lend money to any organisation, association or institution for any charitable purpose calculated to further the objects of the Association or to benefit amateur sport for people with a disability in the United Kingdom;
- (n) to make grants out of the funds and property of the Association to Paralympic NGBs or a Sports Association, for any purpose calculated to further the objects of the Association;
- (o) to raise money by public appeal or otherwise and to apply the same together with all other funds and property of the Association in the furtherance of any of the Association's objects. In this regard to liaise, co-ordinate and control the use of the word 'Paralympic' so as to ensure a common approach and understanding of that word with its widest possible interpretations;
- (p) to establish, undertake and administer any trusts for the furtherance of any of the objectives of the Association and to hold and administer any property or funds subject to any trusts;
- (q) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any house, buildings or works necessary or convenient for the purpose of the Association;
- (r) to sell, let, mortgage, dispose of or otherwise deal with all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects;
- (s) to undertake and execute any agency business which may seem directly or indirectly conducive to the objects of the Association and may lawfully be undertaken by the Association;
- (t) to borrow or raise money for the purpose of the Association on such terms and on such security as may be thought fit;

- (u) to invest the monies of the Association 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;
 - (v) to grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Association or dependants of such persons;
 - (w) to take over or acquire any companies, institutions, societies or associations having objects altogether or in part similar to those of the Association which shall prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the Association under or by virtue of article 7 hereof;
 - (x) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations which the Association is authorised under article 6.1(w) above to take over or acquire;
 - (y) to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the companies, institutions, societies or associations which the Association is authorised under article 6.1(w) above to take over or acquire;
 - (z) purchasing and maintaining insurance for or for the benefit of any persons who are, or at any time were, directors, officers, employees or auditors of the Association against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties and or in the exercise of their powers and or otherwise in relation to their duties, powers or offices in relation to the Association, and to such extent as may be permitted by law, or otherwise, to indemnify or exempt any such person against or from any such liability; and
 - (aa) to do all such lawful things as are incidental to or which the Association considers necessary to the furtherance of the above aims and powers of the Association (or any of them) whether similar to any of the foregoing or not.
- 6.2 None of the powers conferred shall be deemed subsidiary or auxiliary to the aims mentioned in article 5 and the Association shall have full power to exercise all or any of the powers conferred by any parts of this article.
- 7. APPLICATION OF INCOME AND PROPERTY**
- 7.1 In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- 7.2 The Association's objects shall not extend to the regulation of relations between workers and employers or organisations of employers.
- 7.3 In case the Association shall take or hold any property subject to the jurisdiction of the Commission, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the NPC shall be chargeable for any such property that may come into its hands and shall be answerable and accountable for its own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as the NPC would have been if no incorporation had been effected, and the incorporation

of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Commission over the NPC, but they shall as regards any such property be subject jointly and separately to such control over authority as if the Association were not incorporated.

7.4 The income and property of the Association shall be applied solely towards the promotion of the aims and powers of the Association as set forth in these articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Association and no member of the Board shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Association. Provided that nothing herein shall prevent:

- (a) subject to the provisions of articles 32 and 40 any payment in good faith by the Association of reasonable and proper remuneration to any officer or servant of the Association or to any member of the Association in return for any services actually rendered to the Association;
- (b) the award in good faith of any prize to any competitor or entrant at a contest who may be associated with a member of the Association and any payment to any such person towards the costs of preparation and training of potential international and Paralympic competitors;
- (c) the payment of interest on any money lent by any member of the Association at a rate per annum not exceeding 2% less than the Minimum Lending Rate prescribed for the time being by the Bank of England, or 3% whichever is the greater;
- (d) the payment of reasonable and proper rent for premises demised or let by any member of the Association; and/or
- (e) payment of any indemnity payment or premium in respect of any insurance to protect the assets and resources of the Association, including any indemnity insurance to cover liability of the directors under the circumstances specified in article 42 and any trustee indemnity insurance purchased in accordance with the Charities Act 1993.

Part 2

Members

8. MEMBERSHIP

General

- 8.1 The Association may have Voting Members and Non-Voting Members, as described below.
- 8.2 Voting Members shall be limited to the number of members that are eligible under the terms of article 9.1. Every Voting Member of the Association shall either sign a written consent to become a member or sign the Register of Members on being admitted to membership. Every corporation and unincorporated association which is admitted to membership may exercise such powers as are prescribed by the Companies Acts.
- 8.3 The Register of Members shall only record the names of Voting Members and Non-Voting Members.
- 8.4 Membership is not transferable.
- 8.5 A NPC meeting or an Election Meeting will be deemed to constitute a general meeting for the purposes of the Companies Acts unless the Board determines in writing to the contrary. References to general meetings in these articles shall be deemed to include and apply to meetings of the NPC or Election Meetings, as appropriate, unless specific provision is made to the contrary in these articles or by the Board.
- 8.6 Any special rights attaching to a category of members may be varied or abrogated by a special resolution of Voting Members, taking due account of the recommendation of the Board.

9. Voting Membership

- 9.1 The Voting Membership shall comprise:
- (a) NGBs, but limited to one NGB for each Paralympic Sport. For the avoidance of doubt a Paralympic Sport means a sport recognised by the IPC as being on the programme of the summer or winter Paralympic Games for the time being. In the case of a conflict the recognised umbrella NGB representing the United Kingdom for a Paralympic Sport shall be appointed as the Voting Member for such Paralympic Sport. Any NGB for a Paralympic Sport newly included as a Paralympic Sport shall be invited by the Board to become a Voting Member from the close of the Paralympic Games that precede the Paralympic Games in which its sport will participate;
 - (b) disability sports organisations, which are the recognised body within the United Kingdom in membership of an international sports federation, but limited to one organisation for each disability;
 - (c) one umbrella body responsible for the development of sport for disabled people from each of the home countries of England, Northern Ireland, Scotland and Wales, with each such body to be and recognised and approved by their respective home country's Sports Council.
- 9.2 Any body falling within the criteria and definition set out in article 9.1 above may apply to become a Voting Member. Applications shall be in writing in such form as may be prescribed from time to time. Applications must be accompanied by a copy of the applicant

body's rules and latest accounts and such other documents and particulars as the Board may require.

- 9.3 The Board may accept or reject any application to become a Voting Member.
- 9.4 Voting Members shall have the right to receive notice of, attend and vote at general meetings of the Association (including for the avoidance of doubt meetings of the NPC and Election Meetings).
- 9.5 On admission to Voting Membership each governing body comprising a Voting Member shall nominate its chief executive or an individual at a similar appropriate level within the organisation to represent it at general meetings and at meetings of the NPC in accordance with section 323 of the Companies Act 2006. Such nomination shall be in writing addressed to the Secretary and shall remain in effect until altered or rescinded in writing.
- 9.6 Voting Membership of the Association shall cease if:
- a) the sport that the organisation represents is not recognised by the IPC;
 - b) such member is found by a disciplinary investigation to be in material breach of the rules and bye-laws of the Association and the Board passes a resolution for the removal of the said member;
 - c) a member gives notice in writing of resignation of membership; and/or
 - d) a termination event occurs under article 9.9 hereof.
- 9.7 Each Voting Member shall pay an annual membership fee the amount of which shall be determined by the Board and fixed at the annual general meeting for the forthcoming year. Membership fees will be due for payment on 1st April in each year and upon admission to Voting Membership for new members.
- 9.8 The Board may from time to time vary and revoke rules relating to the levels of membership fees.
- 9.9 If a membership fee remains unpaid two months after it became due the Secretary shall give written notice of the fact to the Voting Member. If the membership fee remains unpaid one month after that notification the Voting Membership shall cease and a termination event shall be deemed to have occurred.
- 9.10 A member whose Voting Membership has ceased under article 9.9 may on request be re-admitted to Voting Membership by the Board without a new application being made provided that all arrears of membership fees are paid and an explanation of the default is tendered to the satisfaction of the Board.

10. **NON-VOTING MEMBERSHIP**

- 10.1 The Non-Voting Membership shall comprise:
- a) the Board;
 - b) individual members, who may be Honorary Vice Presidents;
 - c) organisations that represent any Paralympic Sport that has been deleted from the Paralympic Programme for the summer or winter Paralympic Games within the previous five years, but limited to one governing body for each such Paralympic Sport;

- d) organisations that represent a sport recognised by the IPC that is not on the Paralympic Programme for the summer or winter Paralympic Games for the time being, but limited to one governing body for each such sport; and
 - e) up to three athlete representative(s), including the chair of the Athletes' Commission, appointed by the Athletes' Commission from time to time, provided that each appointed representative is a member of the Athletes' Commission or similar recognised body.
- 10.2 Any organisation or individual referred to in 10.1 may apply to the Secretary to become a Non-Voting Member. Members of the Board shall automatically be deemed to have applied for such membership and such membership shall continue for such time as they are entitled to a place on the Board. Any: (i) replacement by an NGB of their Board appointee; and/or (ii) change of identity of the Athletes' Commission Appointee, shall also be reflected in the composition of the NPC. Applications shall be in writing in such form as may be prescribed by the Board from time to time. Applications from corporate, governing or charitable bodies must be accompanied by a copy of the applicant's rules and latest accounts and all applications must be accompanied by such other documents and particulars as the Board may require.
- 10.3 An organisation shall not be appointed to Non-Voting Membership unless in the opinion of the Board it can materially assist in the work or deliberations of the Association. Subject thereto the Board may accept or reject any application for Non-Voting Membership.
- 10.4 On admission to Non-Voting Membership any corporation, charitable or governing body comprising a Non-Voting Member shall nominate its chief executive or an individual at a similar appropriate level within the organisation to represent it at general meetings and at meetings of the NPC in accordance with section 323 of the Companies Act 2006. Such nomination shall be in writing addressed to the Secretary and shall remain in effect until altered or rescinded in writing.
- 10.5 An organisation or individual may be removed from Non-Voting Membership at any time by resolution of the Board.
- 10.6 The Board may make such bye-laws and regulations relating to the conditions of Non-Voting Membership as it thinks fit save that:
- (a) Non-Voting Members who are the members of the Board shall be entitled to receive notice of, attend and address all general meetings (including meetings of the NPC), but shall not be entitled to vote at such meetings in that capacity; and
 - (b) Non-Voting Members who are not members of the Board shall be entitled to:
 - (i) receive notice of, attend and address meetings of the NPC, but shall not be entitled to vote at such meetings; and
 - (ii) receive notice of general meetings of the Association (including an Election Meeting), but subject to any determination of the Board permitting a Non-Voting Member to attend and address such meetings, Non-Voting Members shall not otherwise be entitled to attend, address and/or vote at general meetings of the Association.
- 10.7 Each Non-Voting Member shall pay an annual membership fee the amount of which shall be determined by the Board and fixed at the annual general meeting for the forthcoming year. At least one calendar months' notice must be given of a change in membership fees. Membership fees will be due for payment on 1st April in each year and upon admission to Non-Voting Membership for new members.

10.8 The Board may from time to time vary and revoke rules relating to the levels of membership fees.

10.9 If a membership fee remains unpaid two months after it became due the Secretary shall give written notice of the fact to the member. If the membership fee remains unpaid one month after that notification the Non-Voting Membership shall cease.

11. THE NPC

11.1 The NPC shall be a permanent committee of the Association which will address such matters as concern the day to day business and activities of the Association and the fulfilment of its aims and powers as the Board shall determine, and its membership shall comprise:

- i) the Voting Members;
- ii) the Non-Voting Members;
- iii) any British members of the IPC Governing Board;
- iv) any organisation representing a sport that is bidding to become a Paralympic Sport;
- v) the Chair and Chief Executive of the Organising Committee of a Paralympic Games to be held in the United Kingdom; and
- vi) any organisation or individual, who, in the opinion of the NPC, could make a valuable contribution to the proceedings of the NPC, and who may therefore be co-opted into membership of the NPC for a period terminating at the next Election Meeting of the Association.

11.2 Only representatives of Voting Members shall have a vote at NPC meetings and decisions shall be taken by a simple majority of votes cast.

11.3 The NPC shall advise upon policies for achieving the objects, aims and powers of the Association but shall not have any executive authority. At each meeting it shall receive reports from the Board, employees, bodies, advisors and specialists and agents, as appropriate, on progress since the previous meeting.

11.4 The Chair shall chair meetings of the NPC if present and willing to do so and failing him the Vice-Chair. The provisions of article 15.2 shall apply to meetings of the NPC as if it were a general meeting.

12. HONORARY VICE PRESIDENTS

12.1 The Board may nominate any person to be an Honorary Vice-President of the Association at any time. An Honorary Vice-President is then to be accepted by the voting membership, via a simple majority vote. An Honorary Vice-President shall hold post for life, but shall not be entitled to vote at NPC meetings, Board meetings or those of members.

Organisation of General Meetings

13. TIMING AND NOTICE

13.1 The Association shall hold an annual general meeting in each calendar year and shall specify the meeting as such in the notice calling it. Annual general meetings shall be held at such place, date and time as the Board shall appoint. Not more than fifteen months may elapse between the date of one annual general meeting and the date of the next one.

- 13.2 At least 21 clear days' notice in writing shall be given of every annual general meeting and of every meeting to pass a special resolution and at least 14 clear days' notice in writing shall be given of any other general meeting (other than an NPC Meeting and an Election Meeting where the provisions of articles 13.4 and 23.2 shall respectively apply).
- 13.3 Subject to articles 13.4 and 23.4 the Board may convene a general meeting whenever it thinks fit and such meetings may also be convened by requisition as provided in the Companies Acts (or in the case of the NPC upon the requisition of not less than one-fifth of the membership of the NPC).
- 13.4 At least one calendar month's notice of any meeting of the NPC shall be given unless the Chair or Vice-Chair shall certify that the urgency of the business to be transacted makes it desirable that the meeting be convened on shorter notice. The NPC shall meet at least twice in every calendar year unless it shall otherwise by resolution direct and adjourn and otherwise regulate its meetings as it thinks fit subject to these articles.
- 13.5 Notice of every general meeting shall be given in the manner hereinafter authorised to:
- (a) every Voting Member and, subject to article 10.6 those Non-Voting Members entitled to receive it, except in each case those who (having no registered address within the United Kingdom) have not supplied to the Association an address within the United Kingdom for the giving of notices;
 - (b) the Auditors for the time being of the Association; and
 - (c) in the case of a NPC meeting or an Election Meeting only, those persons entitled to attend at such meetings pursuant to articles 11 and 23 respectively.
- No other person shall be entitled to receive notices of general meetings.
- 13.6 The notice of meeting shall specify the time and place of the meeting and each item of business that is to be transacted.
- 13.7 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 any proceedings at that meeting.
- 13.8 A member present at any meeting of the Association or any committee thereof shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 13.9 A person entitled to speak at a general meeting is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 13.10 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 13.11 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other. Two or more persons who are not in the same place as each other attend a general meeting if they are able to exercise any rights they have to speak or vote at that meeting.

14. QUORUM FOR GENERAL MEETINGS

14.1 No business other than the appointment of the chair of the meeting and adjournment of the meeting in accordance with article 16 is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

14.2 For all purposes of these articles, a quorum shall be present at a:

- (a) meeting of the NPC if those members of the NPC being personally present or represented together comprise not less than one third of the total membership of the NPC; or
- (b) a general meeting (including an Election Meeting and an annual general meeting, but not a NPC Meeting) if not less than half the Voting Members and at least three members of the Board are present.

15. CHAIRING GENERAL MEETINGS

15.1 The Chair shall chair general meetings if present and willing to do so and failing him the Vice-Chair.

15.2 If the Directors have not appointed a Chair or Vice-Chair or if neither of them is willing to chair the meeting or is not present within fifteen minutes of the time at which a meeting was due to start:

- (a) the Directors present; or
- (b) (if no Directors are present), the meeting,

must appoint a Voting Member (including a corporate representative) to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting. If only one Director is present he shall be the chair of the meeting.

15.3 The person chairing a meeting in accordance with this article 15 is referred to as "the chair of the meeting".

15.4 The chair of the meeting may permit other persons who are not:

- (a) members of the Association; or
- (b) otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at general meetings,

to attend and speak at a general meeting (including a meeting of the NPC, but not an Election Meeting).

16. ADJOURNMENT

16.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

16.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) it appears to the 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 (including where the members wishing to attend the meeting cannot be conveniently accommodated in the place appointed for the meeting).

- 16.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 16.4 When adjourning a general meeting, the chair of the meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors.
- 16.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Association must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Association's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 16.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

17. **VOTING: GENERAL**

- 17.1 Subject to article 23 a resolution put to the vote of Voting Members at a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 17.2 Each Voting Member (present in person or by its duly authorised proxy) is entitled to one vote.
- 17.3 A poll may not be used for the election of a chair for the meeting under article 15 or on any question of adjournment.
- 17.4 Subject to article 23 any resolution proposed at a general meeting shall be passed by a simple majority of those Voting Members present (in person or by its duly authorised proxy).
- 17.5 In cases of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
- 17.6 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 17.7 Any such objection must be referred to the chair of the meeting, whose decision is final.

Poll votes

- 17.8 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 17.9 A poll may be demanded by:
- (a) the chair of the meeting;

- (b) the Directors;
- (c) five or more Voting Members having the right to vote on the resolution; or
- (d) Voting Members present in person or by proxy representing not less than one tenth of the total voting rights of all members having the right to vote on the resolution.

17.10 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chair of the meeting consents to the withdrawal.

17.11 Polls must be taken immediately and in such manner as the chair of the meeting directs.

17.12 Voting Members may in their absolute discretion require any resolution to be put to a postal ballot. The conduct of such a postal ballot shall be determined by the Chair. The members entitled to vote shall have posted to them ballot papers on which shall be stated the proposed resolution. Ballot papers must be returned to the Association either by post or by hand by the time stated therein.

18. **CONTENT OF PROXY NOTICES**

18.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Association in accordance with the articles and any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

18.2 The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

18.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

18.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

19. **DELIVERY OF PROXY NOTICES**

19.1 The proxy notice must:

- (a) in the case of a proxy notice which is in hard copy form, be received at the registered office (or at such other place or by such person as may be specified or agreed by the Directors) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment

proposes to vote (or such later time up to and including at the meeting or adjourned meeting as the Directors may agree) together with (if required by the Directors) any authority under which it is made or a copy of such authority, certified notarially or in some other manner approved by the Directors; or

- (b) in the case of a proxy notice made by electronic means, be received at the address specified by the Association for the receipt of proxy notices by electronic means not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote (or such later time up to and including at the meeting or adjourned meeting as the Directors may agree). Any authority pursuant to which a proxy notice made by electronic means is made or a copy of such authority, certified notarially or in some other manner approved by the Directors, must, if required by the Directors, be received at the registered office (or at such other place or by such person as may be specified or agreed by the Directors) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote (or such later time up to and including at the meeting or adjourned meeting as the Directors may agree).

19.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.

19.3 An appointment under a proxy notice may be revoked by delivering to the Association, in the same manner as the proxy notice that is being revoked was delivered under article 19.1 or in such other manner as the Directors may agree, a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

19.4 A notice revoking a proxy appointment only takes effect if it is delivered not less than 48 hours before the start of the meeting or adjourned meeting to which it relates or (if agreed by the Directors) such later time up to and including at the meeting or adjourned meeting itself.

19.5 A vote given or poll demanded by a proxy or by the duly authorised representative of a corporate member shall be valid notwithstanding the previous revocation of the authority of the person voting or demanding a poll unless:

- (a) in the case of a proxy appointment, notice of the revocation was delivered in accordance with articles 19.3 and 19.4 above; or
- (b) in the case of the authority of an authorised representative of a corporate member, notice of a revocation was delivered as if it were notice of the revocation of a proxy appointment in accordance with articles 19.3 and 19.4 above.

20. **AMENDMENTS TO RESOLUTIONS**

20.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Association in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 20.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 20.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

Part 3

Directors

21. POWERS OF THE BOARD

General authority of the Board

- 21.1 Subject to the articles, the Companies Acts and any special resolution, the Board is responsible for the management of the Association's activities for which purpose they may exercise all the powers of the Association.
- 21.2 The Voting Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 21.3 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

Committees and delegation

- 21.4 Subject to the articles, the Board may delegate all or any of the powers which are conferred on them under the articles, for such period and on such terms as it shall decide, to a committee consisting of one or more Directors, by such means (including by power of attorney), to such an extent and on such terms and conditions, as they think fit. Any committee or sub-committee may also include such other individuals who are not Directors as the Board sees fit, which may include members of the NPC.
- 21.5 The Board may also delegate to any Director holding an executive office, or any member of professional staff, such of its powers as it considers desirable to be exercised by him.
- 21.6 The Board may revoke any delegation in whole or part, or alter its terms and conditions at any time.
- 21.7 A sub-committee may regulate its own proceedings as it thinks fit, provided that the committee must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by Directors.
- 21.8 The Board and every sub-committee established by it may act notwithstanding a casual vacancy in its membership.

Appointment to the Board

22. BOARD COMPOSITION

22.1 The members of the Board shall comprise:

- (a) six representatives (from whom the Vice-Chair shall be selected and appointed by the Board in accordance with article 24.3) who have been nominated by Voting Members at an Election Meeting in accordance with the provisions of article 23.4;
- (b) five representatives, comprising the Chair and up to four co-opted members, who have each been appointed by the Board in accordance with the provisions of article 23.1; and
- (c) one representative who is the standing chair of the Athletes' Commission (the "**Athletes' Commission Appointee**") and has been appointed by the Board in accordance with article 23.7.

23. ELECTIONS AND APPOINTMENTS

23.1 The Chair and the additional co-opted members of the Board shall be appointed by the Board following an open recruitment procedure which shall be conducted as follows:

- (a) in respect of the Chair, in accordance with the procedure set out in article 24.1; and
- (b) in respect of the other co-opted members of the Board, within two months of any Election Meeting (or in the absence of an Election Meeting at such point the Board deems prudent) the Board shall procure that a skills assessment be conducted by, or on behalf of, the Board of the capabilities and qualifications of members of the Board (to include a review of both professional and specialist skill requirements applicable to the Association's aims and powers and the regulatory environment within which the Board operates), to identify any requirements for specialist support and advice for the Board. Following such review the Board will be authorised to appoint the following number of suitable candidates to the Board to fill any skill areas that are deemed lacking (subject always to article 22.1(b)):
 - (i) in respect of an Election Meeting which takes place within 9 months of a summer Paralympic Games, up to 3;
 - (ii) in respect of an Election Meeting which takes place within 9 months of a winter Paralympic Games, at least 1; or
 - (iii) in respect of a review at any other time, such number of candidates as are required to fill any vacant positions.

Any members of the Board appointed pursuant to this article will serve on the Board for a four year term. Such appointments will not diminish the Board's collective responsibility for the financial, governance and operational affairs of the Association.

23.2 Reasonable notice shall be given of every Election Meeting. Nomination of individuals proposed for election as Directors on behalf of Voting Members (for which any individual proposed by Voting Members is eligible) shall be made in writing to the Secretary not later than one calendar month before the meeting where such election shall be considered by the Voting Members (with at least three members of the Board present). Such meeting shall be referred to as an Election Meeting and shall occur at the intervals referred to in article 23.4.

- 23.3 Representatives of Voting Members may also be appointed by ordinary resolution to fill a casual vacancy from time to time to hold office until such time as the person who was replaced was due to retire.
- 23.4 The elections for the Directors representing Voting Members will occur at Election Meetings to take place as soon as reasonably possible after (and in any event within nine months of) the celebration of each Paralympic Games whereby in respect of an Election Meeting following the summer Paralympic Games, four of the positions on the Board shall be considered for election, and in respect of an Election Meeting following the winter Paralympic Games, two of the positions on the Board shall be considered for election. The Vice-Chair is appointed in accordance with article 24.3. Once elected a Director representing the Voting Members is appointed for a four year term, serving from the conclusion of the Election Meeting at which they are elected until the conclusion of the Election Meeting four years later.
- 23.5 The Voting Members must each cast such number of separate votes as is necessary to fill any seats of the Voting Members' representatives on the Board as are vacant or are to be vacated at the Election Meeting in accordance with the articles (for example if four seats on the Board are to be filled, each Voting Member shall cast four votes); the individuals who poll most votes shall be elected to the Board. In the case of a tied vote for any such Board position, any candidates who have polled a clear place on the Board shall be appointed and an additional vote(s) shall be taken for the remaining Board position for nominees of Voting Members. Only candidates with tied votes will be nominated, with the individual(s) polling the least number of votes being eliminated until such time as the number of candidates left matches the number of remaining positions available. Accordingly, the maximum number of individuals elected by the Voting Members as their representatives shall be six individuals elected according to this article 23.5, of whom one shall then be selected and approved as Vice-Chair by the Board (pursuant to article 24.3).
- 23.6 Notwithstanding the provisions of article 41, the election procedure may be subject to any bye-laws recommended to the Board by the Voting Members.
- 23.7 The Board shall appoint the standing chair of the Athletes' Commission as a Director.
- 23.8 Individuals appointed to serve as the Athletes' Commission Appointee pursuant to article 23.7, will serve on the Board for a four year term commencing the day on which they are appointed.

24. **CHAIR AND VICE-CHAIR**

- 24.1 The appointment of the Chair will occur once in every Paralympiad through appointment by the Board (or a committee of the Board) as soon as is reasonably possible after the conclusion of the summer Paralympic Games and in any event before the following Election Meeting. Prior to such appointment, the Board (or a committee of the Board) must have undertaken or procured a skills based assessment of the necessary capabilities and qualifications of any relevant candidates and an interview process of suitable candidates (to include a review of both professional and specialist skill requirements applicable to that role, the Association's aims and powers and the regulatory environment within which the Board operates).
- 24.2 A retiring Chair may put himself forward for re-appointment by written notice to the Secretary not less than three months before the end of their term of office provided he is eligible under article 27.
- 24.3 The appointment of the Vice-Chair will occur once in every Paralympiad and will be by Board appointment. The Vice Chair will be selected from members of the Board appointed

at an Election Meeting in accordance with article 23.4 and their appointment will take place as soon as responsibly possible after the appointment of the Chair.

- 24.4 Subject to article 27, a Chair and a Vice-Chair shall hold office until the declaration of the appointment of their respective successor four (or, if applicable, eight) years after their appointment as Chair or Vice-Chair, or at an earlier general meeting if he shall have previously resigned or been removed by resolution or at a later general meeting if a successor is not elected in accordance with these articles.
- 24.5 Notwithstanding the provisions of article 41, the election procedure may be subject to any bye-laws recommended to the Board by the Voting Members.

25. SENIOR INDEPENDENT DIRECTOR

- 25.1 The Board (or a committee of the Board) shall identify and appoint an independent non-executive Director to act as the Association's Senior Independent Director.
- 25.2 The Senior Independent Director must be an individual who is free from any close connection to the Association and would be viewed as independent from the perspective of an objective outsider. A person may be deemed to be "independent" even though they are a member of the Association or play (or have played) a Paralympic Sport. Examples of an individual with a "close connection" include (i) an individual who is or has within the previous four years been actively involved in the Association's affairs; (ii) an individual who is or has been within the previous four years an employee of the Association; and (iii) an individual who has close family ties with any of the Association's Directors or senior employees.
- 25.3 Individuals appointed to serve as the Senior Independent Director will serve on the Board for a maximum term of eight years, commencing the day on which they are appointed and ending with effect from the appointment of their successor. An individual appointed to serve as the Senior Independent Director may not serve for a second term.

26. ALTERNATES

- 26.1 No Director may appoint an alternate, or any other person approved by resolution of the Directors, to exercise that Director's powers, or carry out that Director's responsibilities, in relation to the taking of decisions by the Directors.

27. RETIREMENT AND TERMS OF OFFICE

- 27.1 Subject to article 27.2 below:
- (i) individuals elected or appointed to serve on the Board in accordance with article 23 may serve for a maximum of 8 years in office;
 - (ii) an individual may however stand for re-election following a term of not being on the Board and may serve for a further maximum of 8 years.
- 27.2 Individuals appointed to serve as Chair may serve for a term of 8 years in such office, notwithstanding any prior period of office as a Director (provided that no individual shall serve on the Board for a term exceeding 12 years).

28. TERMINATION OF APPOINTMENT TO BOARD

- 28.1 Membership of the Board shall be vacated if the member:
- i) becomes bankrupt or suspends payment to or compounds with his creditors;

- ii) is found to be or becomes of unsound mind or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- iii) by notice in writing to the Association resigns his office;
- iv) has for more than six consecutive months been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that that person should cease to be a Director; or
- v) ceases to be a Director by virtue of any provision of the Companies Acts or is prohibited from being a Director by law.

28.2 If the Athletes' Commission Appointee ceases to be the chair of the Athletes' Commission, he or she shall immediately cease to be a member of the Board.

28.3 Subject to the maximum number of representatives to be appointed to the Board by the Voting Members pursuant to article 22.1(a), any Voting Members holding in aggregate, at the relevant time, a majority of votes at a general meeting may, by notice in writing signed by or on behalf of him or them and delivered to the Association's registered office or tendered at a meeting of the Directors or at a general meeting of the Association, at any time and from time to time appoint any person to be a Director (either to fill a vacancy or as an additional Director) or remove any Director from office (no matter how he was appointed).

29. **VOTING AT BOARD MEETINGS**

29.1 Questions arising at any meeting or as a result of a meeting of the Board shall be decided by a simple majority of votes cast. A meeting may be held by suitable electronic means although Directors may not delegate their vote to an alternate or power of attorney.

29.2 In the event of an equality of votes the chair of the meeting shall have a second casting vote, unless, in accordance with the articles the Chair or other Director chairing the meeting is not to be counted as participating in the decision making process for quorum or voting purposes.

30. **PROCEDURE FOR BOARD MEETINGS**

Calling the meeting

30.1 A member of the Board may, and the Secretary on the requisition of a Board member shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any member who is for the time being absent from the United Kingdom. The Board may meet, adjourn and otherwise regulate its meetings as it sees fit. Subject to the articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

30.2 Notice of any Board meeting must be in writing and indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Association either before or not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation

- 30.3 Subject to the articles, Directors participate in a Board meeting, or part of a Board meeting, when:
- (a) the meeting has been called and takes place in accordance with the articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 30.4 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 30.5 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.

Quorum

- 30.6 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 30.7 The quorum for Board meetings may be fixed from time to time by a decision of the Board, but it must never be less than half the members of the Board, with a minimum of three Board appointees representing Voting Members.
- 30.8 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- (a) subject to article 23.2 to appoint further Directors; or
 - (b) to call an Election Meeting so as to enable the members to appoint further Directors.
- 30.9 A designated representative of a recognised committee of the Board or other commission may be invited to attend meetings of the Board but they shall not have voting powers and be observers only.

Chair

- 30.10 The Chair or in his absence the Vice-Chair shall be chair of meetings of the Board. In the absence of both the members present shall elect one of their number to be chair of the meeting. Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

31. TRANSACTIONS OR ARRANGEMENTS WITH THE ASSOCIATION

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts and article 32, a Director:

- (a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Association or in which the Association is otherwise (directly or indirectly) interested (a "**Relevant Matter**");

- (b) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Association is otherwise (directly or indirectly) interested or promotes; and
- (c) shall not, save as he may otherwise agree, be accountable to the Association for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any Relevant Matter or from any such office or employment or from any interest in any such body corporate and no such Relevant Matter shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act.

32. DIRECTORS' CONFLICTS OF INTEREST

32.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflicts**"). Any authorisation under this article 32 will be effective only if:

- (a) the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of the articles or in such other manner as the Directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

32.2 Any authorisation of a Conflict under this article 32 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information related to the Conflict and from participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be entitled to vote in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit; and
- (e) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

32.3 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

32.4 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director prior to such revocation or variation, in accordance with the terms of such authorisation.

32.5 An Interested Director shall be under no duty to the Association with respect to any information which he obtains or has obtained otherwise than as a Director of the Association and in respect of which he owes a duty of confidentiality to another person. In particular, the Director shall not be in breach of the general duties he owes to the Association by virtue of sections 171 to 177 of the Companies Act 2006 because he fails:

- (a) to disclose any such information to the Directors or to any Director or other officer or employee of the Association; or
- (b) to use or apply any such information in performing his duties as a Director.

However to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this article applies only if the existence of that relationship has been approved by the Directors pursuant to this article 32.

32.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Association for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Association in a general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

33. **DIRECTORS' AND EMPLOYEES' EXPENSES**

33.1 The Directors and employees may be paid all travelling expenses reasonably and properly incurred by them in connection with their attendance at meetings of the Board or general meetings or otherwise in connection with the discharge of their duties in accordance with any policy set by the Board from time to time.

33.2 The Board may provide benefits, whether by payment of pensions, by insurance or otherwise to the Directors and employees of the Association and anybody corporate which is or has been a subsidiary of the Association, provided it accords with any relevant policy set by the Board from time to time as well as the provisions of article 7.4.

34. **RECORDS OF DECISIONS TO BE KEPT**

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

35. **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

36. **MEANS OF COMMUNICATION TO BE USED**

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

36.2 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.

36.3 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.

37. **TIME OF SERVICE**

37.1 Any notice, document or other information:

- (a) if sent by the Association by post to an address within the United Kingdom or if sent to the Association from within the United Kingdom, shall be deemed to have been received on the day following that on which it was put in the post if first class post was used or 48 hours after it was posted if first class post was not used and, in proving such service or delivery, it shall be sufficient to prove that the notice, document or other information was properly addressed, prepaid and put in the post;
- (b) if sent by the Association using a reputable international courier service to an address outside the United Kingdom or if sent to the Association from outside the United Kingdom using a reputable international courier, shall be deemed to have been received 48 hours after it was sent provided that delivery within 48 hours was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
- (c) sent or supplied by the Association using electronic means shall be deemed to be received on the day on which it was sent or supplied and, in proving such service or delivery, it shall be sufficient to prove that the notice, document or other information was properly addressed;
- (d) made available by the Association on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this article; and
- (e) served, sent or supplied by the Association by any other means authorised in writing by the recipient shall be deemed to have been served, sent or supplied when the Association has carried out the action it has been authorised to take for that purpose.

37.2 For the purposes of calculating a time period in articles 37.1(a) and 37.1(b) no account shall be taken of any part of a day which is not a working day.

38. **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the Directors 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.

39. **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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

40. INDEMNITY

- 40.1 Subject to the provisions of Acts and article 42.3 every Director other officer or auditor of the Association and its associated companies shall be indemnified out of the assets of the Association against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.
- 40.2 The Association may fund a relevant Director's expenditure for the purposes permitted under the Companies Act 2006 and may do anything to enable a relevant Director to avoid incurring such expenditure as provided in the Companies Acts.
- 40.3 No relevant Director shall be accountable to the Association or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Association.
- 40.4 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 40.5 In this article:
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - (b) a "relevant Director" means any Director or former Director of the Association or an associated company.

41. BYE LAWS AND TERMS OF REFERENCE

- 41.1 The Board shall be entitled to make bye-laws and terms of reference for the purpose of regulating any matters not mentioned in these articles which are consistent with these articles. The Board shall be entitled to alter, suspend or rescind any of the bye-laws or terms of reference from time to time as they see fit.
- 41.2 Any bye-laws or terms of reference in force for the time being shall be binding on every member of the Association.
- 41.3 Notice of any new bye-laws or terms of reference shall be given to each member in accordance with article 36.

42. INSURANCE

- 42.1 The Directors may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any relevant Director in respect of any relevant loss.
- 42.2 In this article:
- (a) a "relevant Director" means any Director or former Director of the Association or an associated company;
 - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Association, any associated company or any pension fund or employees' share scheme of the Association or associated company; and

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

42.3 Notwithstanding article 42.1, any insurance purchased by the charity shall not extend to:

- (a) any liability resulting from conduct which the Directors knew, or must reasonably be assumed to have known, was not in the best interests of the Association, or where the Directors did not care whether such conduct was in the best interests of the Association or not;
- (b) any liability to make a contribution to the assets of the Association in accordance with the provisions of section 214 of the Insolvency Act 1986 where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of that Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation;
- (c) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors or conduct which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, breach of duty of which they will be guilty in relation to the Association;
- (d) any liability to pay a fine or regulatory penalty; or
- (e) any other liability for which it is prohibited to purchase insurance under the laws of England and Wales.