

Company No SC656048

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
of
2023 CYCLING WORLD CHAMPIONSHIPS LIMITED
Incorporated 28 February 2020**

Adopted by Special Resolution Passed on 18 November 2021

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THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION

of

2023 CYCLING WORLD CHAMPIONSHIPS LIMITED

Incorporated 28 February 2020

1. EXCLUSION OF MODEL ARTICLES

None of the regulations contained in the Companies (Model Articles) Regulations 2008 apply to the Company and these articles alone are the articles of association of the Company.

2. INTERPRETATION

2.1 In these articles, unless the context requires otherwise:

"Act"	means the Companies Act 2006
"Articles"	means these articles of association
"Bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales, Scotland or Northern Ireland which have an effect similar to that of bankruptcy
"British Cycling"	means the British Cycling Federation (Company No. 03943494)
"Chair"	has the meaning given in Article 19.4.1
"Championships"	means the inaugural UCI Cycling World Championships in 2023 and any officially endorsed events organised in connection with it
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company
"Director"	means a director of the Company, and includes any person occupying the position of director, by whatever name called
"Eligible Director"	means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of a particular matter)

"Glasgow City Council"	means the City of Glasgow Council established under the Local Government etc. (Scotland) Act 1994 and whose principal office is at City Chambers, George Square, Glasgow G2 1DU, United Kingdom
"Glasgow Life"	means Culture and Sport Glasgow a company limited by guarantee (registered number SC313851) whose registered office is at Commonwealth House, 38 Albion Street, Glasgow, Scotland, G1 1LH.
"Independent Directors"	has the meaning given in Article 19.4.2
"Long Form Agreement"	means the agreement between UCI and the Scottish Ministers dated 25 November 2019 regarding the hosting of the Championships
"Member"	means the sole member of the Company being VisitScotland
"Nominated Directors"	has the meaning given in 19.4.3
"Nominating Body"	has the meaning given in 19.4.3
"Objects"	means the objects of the Company set out in Article 5
"Policy Objectives"	means the wider policy objectives in the following areas: the Championships; world class cycling; cycling industry; cycling tourism; cycling participation; and cycling as transport
"Proxy Notice"	has the meaning given in Article 35
"Relevant Director"	has the meaning in Article 43
"Relevant Loss"	has the meaning in Article 43
"Scottish Ministers"	means the Scottish Ministers of St Andrew's House, Regent Road, Edinburgh Scotland.
"SportScotland"	means SportScotland, incorporated by Royal Charter (registered number RC000546) whose principal office is at The Doges, Templeton on the Green, 62 Templeton Street, Glasgow, G40 1DA
"Taxes Acts"	means the Finance Act 2010 and references made therein to and the relevant tax legislation in force
"UCI"	means Union Cycliste Internationale, of Chemin de la Mêlée 12, CH-1860 Aigle (VD), Switzerland
"UK Sport"	means The United Kingdom Sports Council established by Royal Charter dated 19 September 1996

"Vision" means the vision for the Championships to be a catalyst for behavioural change across Scotland from 2019 to 2027 supported by the Policy Objectives

"VisitScotland" means VisitScotland, established under the Development of Tourism Act 1969, whose principal office is at Ocean Point One, 94 Ocean Drive, Edinburgh. EH6. 6JH

2.2 References in these Articles to a document includes, unless otherwise specified any document sent or supplied in electronic form.

2.3 References in these Articles to "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.

2.4 Unless the context otherwise requires:

2.4.1 words importing the singular include the plural and vice versa;

2.4.2 words importing any gender include all other genders; and

2.4.3 words importing natural persons include corporations.

2.5 Words or expressions contained in these Articles which are defined in the Act have the same meaning as in the Act in force on the date of adoption of these Articles including the following words which are defined in the following sections of the Act:

Word(s)/Expression	Section number in Act
electronic form	section 1168
hard copy form	section 1168
ordinary resolution	section 282
special resolution	section 283
working day	section 1173
connected	sections 252 to 256

2.6 A reference to an article by number is to the relevant article of these Articles.

2.7 Headings used in these Articles shall not affect their construction or interpretation.

2.8 References to any statute or section of a statute shall include reference to any statutory amendment, extension, modification or re-enactment of such statute or section of a statute.

3. LIABILITY OF THE MEMBER AND WINDING UP

3.1 The liability of the Member is limited to £1. The Member must contribute £1 to the assets of the Company if it is wound up while they are a Member or within one year after they cease to be a Member, for:

- 3.1.1 payment of the debts and liabilities of the Company contracted before they ceased to be a Member; and
 - 3.1.2 the costs, charges and expenses of winding up; and
 - 3.1.3 for the adjustment of the rights of the contributories among themselves.
- 3.2 If upon a winding up or dissolution of the Company and after satisfaction of its debts, there remains any assets or property, such assets or property must be given or transferred to the Member.

4. DIRECTORS' GENERAL AUTHORITY AND RESPONSIBILITIES

- 4.1 Subject to Article 5, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 4.2 The Directors are responsible for setting the strategy of the Company to achieve the Objects.
- 4.3 The Directors shall maintain an up-to-date matrix detailing the skills, experience, independence and knowledge required of the board.
- 4.4 The Chair shall be responsible for maintaining an annual evaluation of the Director's performance against the matrix referred to in Article 4.3 and shall implement a plan (agreed with the Directors) to action any issues arising from the annual evaluation.
- 4.5 The Company shall adopt the Code of Conduct for members of the VisitScotland board as updated or amended by VisitScotland from time to time. Amongst other things, it requires all directors to act at all times, with integrity, in a forthright and ethical manner and in accordance with the Company's conflicts policy.
- 4.6 The Directors shall ensure that the Company maintains appropriate policies and procedures in respect of its key legal and regulatory obligations.
- 4.7 The Directors shall maintain a risk management and internal controls system of matters with the potential to negatively impact the Company. The Directors shall conduct an annual review of the effectiveness of the risk management and controls systems and report the results of the review in the Company's annual report.

5. COMPANY'S OBJECTS

- 5.1 The objects and purposes for which the Company is established are to carry on the following activities:
- 5.1.1 to plan, organise, finance and stage a safe and successful Championships aligned to the Vision and the Policy Objectives through the co-ordination of national, regional and local financial and technical support;
 - 5.1.2 to manage the overall budget for the Championships to ensure a safe and successful Championships in compliance with the Long Form Agreement;
 - 5.1.3 to deliver a championships with high delivery standards, whilst minimising the overall call on public funding;

- 5.1.4 to secure and manage commercial funding, both in cash and value in kind;
- 5.1.6 to help co-ordinate the delivery of the wider Policy Objectives;
- 5.1.7 to use relevant public funding for the purpose of staging the Championships; and
- 5.1.8 to do all such other things as the Directors consider will further the interests of the Company or are incidental or conducive to the attainment of all or any of the Objects.

6. MEMBER'S RESERVE POWER

- 6.1 The Member may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 6.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

7. DIRECTORS MAY DELEGATE

- 7.1 The Directors may delegate any of the powers which are conferred on them under these Articles:
 - 7.1.1 to such person or committee;
 - 7.1.2 by such means (including by power of attorney);
 - 7.1.3 to such an extent;
 - 7.1.4 in relation to such matters or territories; and
 - 7.1.5 on such terms and conditions, as they think fit.
- 7.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 7.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

8. COMMITTEES

- 8.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.
- 8.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them,
- 8.3 The Directors shall establish an audit and risk committee.

9. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 9.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 11.

- 9.2 Each Director shall have one vote at meetings.
- 9.3 If the Company only has one Director the general rule does not apply and any decisions taken by the sole Director must be authorised by a resolution of the Member.
- 9.4 All acts done by a meeting of Directors, or a committee of Directors or by any Director shall be valid notwithstanding the participation in any vote of a Director who:
- 9.4.1 was not entitled to vote on the matter, whether by reason of conflict of interest or otherwise;
 - 9.4.2 as a result of a defect in the appointment of such Director such Director had not been properly appointed; or
 - 9.4.3 was disqualified from holding office; or
 - 9.4.4 had been obliged by these Articles to vacate office or had previously retired,
- if without the vote of that Director and that Director being counted in the quorum the decision has been made by a majority of the Directors at a quorate meeting.

10. **CASTING VOTE**

If the numbers of votes for and against a proposal are equal, the Chair has a casting vote unless the Chair is not to be counted as participating in the decision-making process for quorum or voting purposes.

11. **UNANIMOUS DECISIONS**

- 11.1 A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 11.2 Such a decision may take the form of a resolution in writing, where each Director has one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing.
- 11.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a Directors' meeting.

12. **CALLING A DIRECTORS' MEETING**

- 12.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 12.2 Directors' meetings should be held sufficiently regularly to enable the Directors to discharge their duties effectively and in any event not less than once a quarter,
- 12.3 Notice of any Directors' meeting must indicate:
- 12.3.1 its proposed date and time;
 - 12.3.2 where it is to take place; and

- 12.3.3 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.
- 12.4 At least seven clear days' notice of a Directors' meeting (or such lesser notice as a majority of the Directors may agree) must be given to each Director. Notice of a Directors' meeting must be given to each Director in writing.
- 12.5 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven 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.

13. **PARTICIPATION IN DIRECTORS' MEETINGS**

- 13.1 Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 13.1.1 the meeting has been called and takes place in accordance with these Articles, and
- 13.1.2 the Directors can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 13.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14. **QUORUM FOR DIRECTORS' MEETINGS**

- 14.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 14.2 The quorum for Directors' meetings shall be as follows:
- 14.2.1 the Chair;
- 14.2.2 following the appointment of two or more Independent Directors pursuant to Article 19.4.2, any two Independent Directors; and
- 14.2.3 any three Nominated Directors.
- 14.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a general meeting so as to enable the Member to appoint further Directors.

15. **CHAIRING OF DIRECTORS' MEETINGS**

- 15.1 The Chair will chair the Directors' meetings.
- 15.2 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the Directors must postpone the meeting until the Chair is able to participate unless the Member has nominated an alternative chair to chair the meeting in which case the

alternative chair may chair the meeting and shall be counted as the Chair only for the purposes of that meeting, including as regards voting and for establishing a quorum.

16. **CONFLICTS OF INTERESTS**

16.1 Each of the Directors shall, in exercising their functions in their capacity as a Director, act in the interests of the Company, and in particular must:

16.1.1 act in good faith in a way that would be most likely to promote the success of the Company to the benefit of the purposes of the Company;

16.1.2 seek, in good faith, to ensure that the Company acts in a manner which is consistent with and furthers its purposes;

16.1.3 act with such care and diligence as is reasonable to expect a person who is managing the affairs of another person, having regard in particular:

(a) to any special knowledge or experience that they have or hold themselves out as having, and

(b) if they act in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession; and

16.1.4 ensure that the Company complies with any direction, requirement, notice or duty imposed on it by the Act or any other law.

16.2 Where there are circumstances capable of giving rise to a conflict of interest between the Company and any person or entity responsible for the appointment of a Director or between the Company and a Director, the Director must:

16.2.1 declare the conflicting interest to the Chair;

16.2.2 put the interests of the Company first before that of the Director or the nominating entity responsible for the Director's appointment; or

16.2.3 where any other duty prevents the Director from putting the interests of the Company first or the Director is incapable of putting the interests of the Company first (as determined by the Chair acting reasonably):

(a) be absent from the meeting for the deliberation of that matter (unless expressly invited to remain in order to provide information);

(b) not participate in any deliberation;

(c) not be counted in the quorum for that part of the meeting; and

(d) be absent during the vote and have no vote on the matter.

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

16.4 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question must, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.

16.5 If any question arises at a meeting of Directors or of a committee of Directors as to the right of the Chair to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question must be decided by a decision of the Directors at that meeting, for which purpose the Chair must not be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

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

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors. Where decisions of the Directors are taken by electronic means, such decisions must be recorded by the Directors in permanent form so that they may be read by the naked eye.

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

Subject to these 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.

19. **NUMBER AND METHODS OF APPOINTING DIRECTORS**

19.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director in accordance with this Article 19 as long as he or she has provided to the Company a declaration of good character.

19.2 The maximum number of Directors shall be twelve plus the number of Co-opted Directors, appointed in accordance with Article 19.5, serving on the board at any given time.

19.3 The Company shall be incorporated with one director, being Paul Bush (the "Original Director").

19.4 The following additional Directors shall be appointed by resolution of the Member:

19.4.1 a person nominated by the Member as chairperson (the "Chair") (who may be the Original Director, who shall then be re-designated as the Chair) who will be responsible for the leadership of the board of Directors;

19.4.2 up to five persons nominated by the Member as independent Directors following an open recruitment process (the "Independent Directors") one of whom will be nominated by the Directors as a senior Independent Director.

19.4.3 one Director nominated by each of the following parties (each a "Nominating Body") (i.e. six Directors in total):

- (a) The Scottish Ministers;
- (b) Glasgow City Council

- (c) UK Sport;
- (d) Glasgow Life;
- (e) British Cycling; and
- (f) SportScotland.

(together the "Nominated Directors").

- 19.5 The board of Directors may, by majority decision at a meeting or by decision taken in accordance with Article 11, co-opt such other persons to the board of Directors as they deem appropriate (the "Co-opted Director(s)"). At the time of co-option, the board of Directors shall determine the duration of the Co-opted Director's tenure, either in accordance with Article 19.10, or for such other fixed term as the board of Directors may specify. In considering whether or not to approve a person for co-option, the board of Directors shall have regard to the need to have a broad representation of Directors on the board.
- 19.6 At the time the Directors are appointed in accordance with Article 19.4, the Original Director must retire unless they are appointed by VisitScotland as the Chair.
- 19.7 When nominating a Director in accordance with Article 19.4 or 20.2 the Nominating Body must have regard to an appropriate balance of skills, experience, independence and knowledge of the board.
- 19.8 A person appointed as a Director in accordance with this Article 19 or 20.2 (excluding the Original Director and any Co-opted Director(s)) must not have been a Director of the Company in the previous four years.
- 19.9 On appointment in accordance with this Article, a new Director shall be given a written statement of their responsibilities and receive a full, formal and tailored induction.
- 19.10 A Director (save for certain Co-Opted Directors) is not appointed for a fixed term and may serve for the lifetime of the Company to deliver the Championships in accordance with the Company's objectives and can only be removed from office in accordance with Article 20.

20. **TERMINATION OF DIRECTOR'S APPOINTMENT**

- 20.1 A person ceases to be a Director as soon as:
- 20.1.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law; or
 - 20.1.2 a bankruptcy order is made against that person; or
 - 20.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts; or
 - 20.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or

- 20.1.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- 20.1.6 if they are a Nominated Director, they are removed at the election of their corresponding Nominating Body by notice to the board of Directors; or
- 20.1.7 if they are removed by the Member by notice to the board of Directors.
- 20.2 A Co-opted Director, in addition to the provisions of Article 20.1, may be removed by the Directors by majority decision at a meeting or by a decision taken in accordance with Article 11.
- 20.3 Subject to Article 20.5, if a Nominated Director or Independent Director's appointment is terminated in accordance with this Article 20, a replacement Director must be appointed by resolution of the Member being:
- 20.2.1 in respect of Nominated Directors, a replacement Director nominated by the relevant Nominating Body; or
- 20.2.2 in respect of Independent Directors a replacement Independent Director nominated by the Member following an open recruitment process and in respect of the Chair a replacement Chair nominated by the Member.
- 20.4 In the event that a replacement Director is not appointed in accordance with Article 20.2.1 within four weeks, the relevant Nominating Body shall lose the right to appoint a replacement Director and the position shall be filled by the other Nominating Bodies and Member by majority vote.
- 20.5 Changes made in accordance with this Article must be managed without undue disruption to the Company.

21. **DIRECTORS' REMUNERATION**

- 21.1 Subject to Article 22, no remuneration (in money or moneys worth) shall be payable by the Company to the Directors for acting as such except in the case of Independent Directors appointed pursuant to Article 19.4.2 and Co-opted Directors appointed pursuant to Article 19.5.

22. **DIRECTORS' EXPENSES**

The Company may, in line with the expenses policy provided to the Directors on appointment, pay any reasonable expenses which the Directors properly incur in connection with their attendance at:-

- 22.1 meetings of Directors or committees of Directors; or
- 22.2 general meetings,

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

23. **COMPANY SECRETARY**

The Member may appoint a Company Secretary. Any such appointment shall be confirmed by the board of Directors.

24. ACCOUNTS AND FINANCIAL AFFAIRS OF THE COMPANY

- 24.1 The Directors shall adopt appropriate and proportionate finance policies and procedures which are reviewed and updated regularly. The Directors shall take all reasonable steps to ensure that these policies and procedures, where appropriate, are communicated to, and understood and followed by, its directors, staff and volunteers (where relevant).
- 24.2 For each financial year, the Directors shall:
- 24.2.1 cause accounting records to be kept as required by the Act;
 - 24.2.2 cause a statement of account to be prepared as required by the Act;
 - 24.2.3 cause a report on the activities of the Company to be prepared;
 - 24.2.4 give specific disclosure of income received from public investors and clearly account for the expenditure of such funding; and
 - 24.2.5 cause the accounting records and statements of accounts to be published on the Members website and preserved for a period of 6 years from the end of the financial year to which they relate.
- 24.3 The Directors' must monitor the financial position and performance of the Company against an annually approved budget and forecast for the Championships.

25. MEMBERSHIP

- 25.1 VisitScotland shall be the sole Member of the Company on incorporation and shall not be entitled to withdraw from its membership.
- 25.2 Membership is not transferable.
- 25.3 No further members will be admitted.
- 25.4 The Member's membership will automatically terminate if the organisation ceases to exist, is wound up or otherwise dissolved.
- 25.5 If the Member's membership terminates in accordance with Article 25.4, the Company will be wound up in accordance with Article 3.

26. ANNUAL GENERAL MEETING

The Company may, but is not required to, hold an Annual General Meeting each calendar year.

27. NOTICE OF GENERAL MEETINGS

- 27.1 At least seven clear days' written notice of a general meeting (or such lesser notice as the Member may agree) must be given to the Member.
- 27.2 The notice of a general meeting of the Company must state:
- 27.2.1 the time and date of the meeting;
 - 27.2.2 the place of the meeting; and

27.2.3 the general matters of the business to be transacted.

28. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

28.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

28.2 A person is able to exercise the right to vote at a general meeting when:

28.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

28.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

28.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

28.4 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

29. QUORUM FOR GENERAL MEETINGS

No business is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum at any general meeting of the Company shall be the Member present by proxy or by corporate representative.

30. CHAIRING GENERAL MEETINGS

30.1 The Chair shall chair general meetings.

30.2 If the Chair is unable or unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Member may appoint an alternate Director to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

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

31. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

31.1 Directors may attend and speak at general meetings, whether or not they are Members.

31.2 The chair of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

32. ADJOURNMENT

- 32.1 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.
- 32.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 32.2.1 the meeting consents to an adjournment, or
- 32.2.2 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.
- 32.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 32.4 When adjourning a general meeting, the chair of the meeting must-
- 32.4.1 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 Directors, and
- 32.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 32.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 32.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 32.5.2 containing the same information which such notice is required to contain.
- 32.6 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.

33. **VOTING: GENERAL**

The Member shall have one vote at general meetings. A resolution put to the vote of a general meeting must be decided on a show of hands.

34. **ERRORS AND DISPUTES**

- 34.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 34.2 Any such objection must be referred to the chair of the meeting whose decision is final.

35. **CONTENT OF PROXY NOTICES**

- 35.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- 35.1.1 states the name and address of the Member appointing the proxy;

- 35.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 35.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 35.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 35.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 35.3 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.
- 35.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 35.4.1 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
 - 35.4.2 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.

36. DELIVERY OF PROXY NOTICES

- 36.1 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 36.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 36.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 36.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

37. AMENDMENTS TO RESOLUTIONS

- 37.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 37.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and
 - 37.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

37.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

37.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

37.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

37.3 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.

38. **COMMUNICATION WITH STAKEHOLDERS**

38.1 The Company shall publicly disclose information on its governance, structure, strategy, activities and financial position to enable stakeholders to have a good understanding of them.

38.2 The Company shall publish:

38.2.1 in the case of organisations which employ more than 50 staff, the total remuneration paid to its senior management team; and

38.2.2 the remuneration (if any) paid to each of its directors by the Company.

38.3 Any information disclosed shall be fair, accurate and presented in an understandable manner.

38.4 The Company shall develop a strategy for engaging with, and listening to, its stakeholders (including elite athletes where appropriate) which the Directors shall contribute to and review at least annually.

39. **NOTICES AND COMMUNICATION**

39.1 The Company may send, supply or give any document, information or notice to the Member by hard copy, electronic form or by making that document or information available on a website and giving notice of the availability of that document or information to the Member (provided that Member has individually agreed (or is deemed to have agreed) to the Company sending or supplying documents or information generally or those documents or information in question to them by means of a website), in each case subject to the provisions of sections 1143 to 1148 and Schedule 5 of the Act.

39.2 A notice given by means of a website shall be deemed to have been sent, supplied or given when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

39.3 Any document, information or notice which is required to be sent or given to the Company shall be sent by hard copy or electronic form in each case, subject to the provisions of sections 1143 to 1148, Schedule 4 and Schedule 5 of the Act.

39.4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- 39.4.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 39.4.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 39.4.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 39.4.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 39.5 Proof that an envelope containing a document, notice or information was properly addressed, prepaid and posted shall be conclusive evidence that the document, notice or information was sent, supplied or given by post. A comprehensive transaction report or log generated by fax machine, suitably certified by or on behalf of the Company, shall be conclusive evidence that a document, notice or information was sent, supplied or given by fax. A copy of a record of the total number of recipients sent to or each recipient to whom an email message was sent together with any notices of failed transmissions and copies of records of subsequent re-sending, suitably certified by or on behalf of the Company, shall be conclusive evidence that the document, notice or information was sent, supplied or given by email.
- 39.6 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

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

- 40.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 40.2 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.
- 40.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

41. **COMPANY SEALS**

- 41.1 Any common seal may only be used by the authority of the Directors.
- 41.2 The Directors may decide by what means and in what form any common seal is to be used.
- 41.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 41.4 For the purposes of this article, an authorised person is:
 - 41.4.1 any Director;
 - 41.4.2 the company secretary (if any); or
 - 41.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

42. **RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

- 42.1 The Member shall be entitled to inspect any of the Company's accounting records or documents upon reasonable notice to the Company.
- 42.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person except the Member or a Nominating Body is entitled to inspect any of the Company's accounting or other records or documents.

43. **INDEMNITY AND INSURANCE**

- 43.1 Subject to Article 43.2, but without prejudice to any indemnity to which they are otherwise entitled, a Relevant Director may be indemnified out of the Company's assets against:
 - 43.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; and/or
 - 43.1.2 any other liability incurred by that Director as an officer of the Company or an associated company.
- 43.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 43.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.
- 43.4 In this article:

"Relevant Director"	means any Director or former Director of the Company
"Relevant Loss"	means any loss or liability which has been or may be incurred by a Relevant Director in connection

with that Director's duties or powers in relation to
the Company