

Company number [tbc]

## Companies Acts 1985 and 2006

### Articles of Association

of

### Scottish Wrestling Association Ltd (the "Company")

### A Company Limited by Guarantee and "Not" Having a Share Capital

#### **1. Interpretations: -**

##### **1.1** In these Articles unless the context otherwise requires:-

"**Act**" means the Company Act 2006, including any statutory modifications or re-enactment thereof for the time being in force.

"**Adjournment**" means suspend proceedings or referral of business to another time.

"**Articles**" means the articles of the association of the Company.

"**Associated Wrestling Body Member**" has the meaning given in article 4.1.3.

"**Auditors**" means the auditor appointed by the Company.

"**Board**" means the board of Directors of the Company appointed pursuant to article 6 from time to time.

"**BWA Ltd**" means British Wrestling Association Limited.

"**Chairperson**" means the person appointed in accordance with article 6 to chair Board meetings and general meetings of the Company.

"**Club**" means any entity registered as a club with the BWA Ltd comprising of a collection of individual members, whose primary purpose being the promotion of and or participation in the Sport in Scotland.

"**Club Member**" has the meaning given in article 4.1.2.

"**Conflict**" means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company.

"**Directors**" mean appointees to the board in pursuant of these articles.

"**Full Member**" means any wrestler who is a full paid up member of BWA Ltd whom, for the avoidance of doubt may or may not be an Individual Member.

**“Honorary Member”** has the meaning given in article 4.1.4.

**"in writing"** means any form or mode of representation of words in a visible form.

**“Individual Member”** has the meaning given in article 4.1.1.

**"Individual Subscription"** means annual membership subscription fee payable to the BWA Ltd. and/or UWW registration.

**"Member"** means any member of the Company.

**"Nation & Regions Committee"** means Scotland, England, Wales and Northern Ireland.

**“Rules”** means has the meaning given in article 9.1.

**“Sport”** means those governed under the Associated Wrestling styles of UWW and covers the following Freestyle, Greco Roman, Pankration, Belt wrestling Alysh and Beach wrestling.

**"UWW"** means United World Wrestling the International Federation of Associated Wrestling Styles.

- 1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 A reference in these Articles to an **“article”** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - 1.5.1 any subordinate legislation from time to time made under it; and
  - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **“including”**, **“include”**, **“in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. The Company**

- 2.1 The Company’s name shall be Scottish Wrestling Association Ltd.
- 2.2 The liability of the Members of the Company shall be limited.

2.3 The registered office of the Company shall be situated in Scotland.

### **3. Objects**

The objects for which the Company is established for are as follows: -

- 3.1 To generally carry out the functions of the governing body for the Sport in Scotland.
- 3.2 The Company shall exist to promote, foster, develop, and administer the Sport in Scotland.
- 3.3 Apply and comply with the statutes, rules and regulations as published by UWW or any other relevant bodies recognised by the Company.
- 3.4 To affiliate to the BWA Ltd and any other national and international organisations which have objects approved by the Company.
- 3.5 To be recognised by all relevant Governmental and supporting bodies as being solely responsible for the control and governance of the Sport in Scotland.
- 3.6 To protect represent and advance in the interests of its Members in dealings with the Scottish Government, local authorities in Scotland, **sportscotland** and other relevant parties.
- 3.7 To endeavour to adopt the relevant policies laid out by UWW, **sportscotland**, and other relevant partners.
- 3.8 To carry out commercial trading activities ancillary and incidental to the Sport in Scotland.
- 3.9 Generally to advance and safeguard the interests of the Company and of the Sport in Scotland and to do all such acts and things as may from time to time be deemed necessary or expedient for or in connection with interests of the Company and or the Sport in Scotland.

### **4. Membership**

- 4.1 The Company shall have four categories of membership:
  - 4.1.1 Individual Member: This class of membership is open to any individual who is at least 16 years old.
  - 4.1.2 Club Member: This class of membership is available to any entity being a collection of individual members formed and operating as a club for the primary purpose of promoting and or participating in the Sport.
  - 4.1.3 Associated Wrestling Body Member: This category of membership is available to any entity which organises and promotes any style of

wrestling recognised by UWW in Scotland.

- 4.1.4 Honorary Member: This category is available to any person whom the Company considers has given exceptional service to the Company and / the Sport.
- 4.2 Each Member must comply with the Articles and Rules.
- 4.3 It is a condition of each Individual Member's membership of the Company that:
  - 4.3.1 the relevant Individual Member is also a member of BWA Ltd; and
  - 4.3.2 each relevant Individual Member shall pay the Individual Subscription on demand directly to the BWA Ltd,and the relevant Individual Member's membership of the Company shall terminate immediately upon that person ceasing to be a member of BWA Ltd.
- 4.4 No person shall become a Member of the Company unless:
  - 4.4.1 that person has completed an application for membership in a form approved by the BWA Ltd; and
  - 4.4.2 the Directors have approved the application provided always that the Directors shall have the power to refuse any application for membership.
- 4.5 The Directors have the power to cancel membership of an Individual Member, an Associated Wrestling Body Member or Club Member, that have deemed by the Directors, to have acted in a way that brings the Sport and or the Company into disrepute or acted contrary to the pursuance of the objects of the Articles and or the Rules.
- 4.6 The Company may at its sole discretion grant "Honorary Membership" to any Member whom the Company considers has given exceptional services to the Company and or the Sport.
- 4.7 A Member may withdraw from membership of the Company by giving seven days' notice in writing. Memberships are not transferable and terminate when that Member dies or ceases to exist and or when that Member's membership is cancelled, terminated or withdrawn pursuant to these Articles.
- 4.8 The Members may, by special resolution, direct the Directors to take, or refrain from taking specified action.
- 4.9 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

- 4.10 The income and property of the Company shall be applied solely in promoting the objects of the Company.
- 4.11 In the event that the Company is dissolved the Company assets will be passed on to the BWA Ltd, who will distribute the assets to another entity in Scotland with similar objectives.
- 4.12 All competitions administered or authorised by the Company and all relevant competitors will be subject to statutes, rules and regulations as published by UWW or any other relevant bodies recognised by the Company.

## **5. Liability of Members**

- 5.1 Liability of each Member shall be £1, being the amount that each Member undertakes to contribute to the assets of the company in the event of it being wound up, while he is a Member or within one year after he ceases to be a member, for:
  - 5.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
  - 5.1.2 payments of the costs, charges and expenses of winding up; and
  - 5.1.3 adjustments of the rights of contributories among themselves.

## **6. Appointment of Directors**

- 6.1 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. Unless otherwise determined by an ordinary resolution, the number of directors shall not be more than eight but shall not be less than three.
- 6.2 Directors can be nominated:
  - 6.1.1 by current Members of the Company following the process outlined in the Rules; and
  - 6.1.2 by decision of the board of Directors following an appropriate recruitment process.
- 6.3 All nominated directors shall be appointed by ordinary resolution of the Members which may be by a show of hands or poll at a general meeting or by written resolution.
- 6.4 Subject to these Articles, the Board shall have power at any time to appoint any person who is willing to act as a director, either to fill a vacancy or as an addition to the existing Board, for instance where specialist knowledge is required, but the total number of directors shall not exceed any maximum number fixed in accordance with these Articles. Any director so appointed shall retire at the next Annual General Meeting of the Company following such appointment and shall be eligible for re-appointment.

6.5 The Board of Directors shall be comprised of the following roles and positions:

6.5.1 Chairperson.

6.5.2 Director of Finance.

6.5.3 Director of Policy.

6.5.4 Director of Marketing & Membership.

6.5.5 Director of Performance.

6.5.6 Director of Development.

6.5.7 Athlete Representative

6.5.8 Up to two Directors without portfolio.

6.6 Each Director shall be appointed for a period of four years from the date that they were appointed to the board and shall be entitled to stand for re-election by an ordinary resolution for one further term, so that no person shall serve as a director of the Company for a period of more than eight consecutive years, unless otherwise decided by ordinary resolution of the members.

6.7 **Directors` remuneration and expenses**

6.7.1 Directors in the main will be of a voluntary position, solely for the purpose of the promotion of wrestling in Scotland.

6.7.2 Directors are entitled to such remuneration as the Directors determine but only for services to the Company as Directors in connection with their attendance at committee meetings, general meetings or otherwise in the connection with the exercise of their powers as Directors in the discharge of their responsibilities in relation to the Company.

6.7.3 Payment of Directors remuneration may be in kind as allowances or gratuity.

6.8 **Termination of Director's appointment**

A person ceases to be a Director:

6.8.1 by virtue of any provision of the Act, and as amended or is prohibited from being a director by law;

6.8.2 if a bankruptcy order is made against that person;

6.8.3 if a composition is made with that persons creditors generally in satisfaction of that person's debts;

6.8.4 if a registered medical practitioner by written opinion, decrees that person is

mentally or physically incapable of acting as a director;

6.8.5 if 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; and

6.8.6 if the director has come to the natural end of his term of office as laid out in the Articles.

## 6.9 **Directors` Powers and Responsibilities**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise the powers of the Company:

6.9.1 day to day running of the Company;

6.9.2 managing the Company's finances;

6.9.3 providing administration to and from the Company, Members and partners;

6.9.4 to manage all employees of the Company;

6.9.5 Directors may delegate, subject to the Articles, any powers which are conferred on them, to such persons or committee, by such means (including powers of attorney) on such terms and conditions as they think fit provided that:

6.9.5.1 if the Directors so specify, any such delegation may authorise further delegation of the Directors` powers by any person whom they have delegated; and

6.9.5.2 the Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## 6.10 **Decision Making by Directors**

The general rule about decision making is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 6.11.

## 6.11 **Unanimous Decisions by directors**

6.11.1 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.

6.11.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each Director has otherwise indicated agreement in writing.

6.11.3 References in this article to eligible Directors are to be Directors who would

have been entitled to vote on the matter had it been proposed as a resolution at a Directors` meeting.

6.11.4 A decision may not be taken in accordance with this article if the eligible Directors would not have found a quorum at such meeting.

#### 6.12 **Calling a directors meeting**

6.12.1 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.

6.12.2 Notice of any Directors` meeting must indicate:

6.12.2.1 Its date and time.

6.12.2.2 Where it is to take place.

6.12.3 And 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.

6.12.3 Notice of a Directors` meeting must be given to each director, but need not be in writing.

#### 6.13 **Participation in Directors Meeting**

6.13.1 Subject to the Articles, directors participate in a directors` meeting , or part of a directors` meeting, when:

6.13.1.1 A meeting has been called and takes place in accordance with the Articles,.

6.13.1.2 They can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

6.13.2 In determining whether Directors are participating in a Directors` meeting, it is irrelevant where any Director is or how they communicate with each other.

6.13.3 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 where ever any of them is.

#### 6.14 **Quorum for Directors` meetings**

6.14.1 At a Directors meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

6.14.2 The quorum for Directors` meetings may be fixed from time to time by a decision of the Directors, but it must never be "**less than two**", and unless



otherwise fixed at **three**.

6.14.3 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:

6.14.3.1 to appoint further Directors, or

6.14.3.2 to call a general meeting so as to enable the Members to appoint further directors.

#### 6.15 **Chairing a Directors` meetings**

6.15.1 The appointed Chairperson should chair Directors` meetings.

6.15.2 If the chairperson is not participating in a Directors` meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

#### 6.16 **Casting Vote**

6.16.1 If the number of votes for and against a proposal is equal, the chairperson or other Director chairing the meeting has a casting vote.

6.16.2 Article 6.16.1 shall not apply if, in accordance with the Articles, the chairperson or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

### 7. **Conflicts of Interests**

7.1 The Directors may, in accordance with the requirements set out in this article, authorise any Conflict 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.

7.2 Any authorisation under this article 7 shall be effective only if:

7.2.1 to the extent permitted by the Act, 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 these Articles or in such other manner as the Directors may determine;

7.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

7.2.3 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.

7.2 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):

- 7.2.3 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 7.2.4 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - 7.2.5 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - 7.2.6 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 7.2.7 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - 7.2.8 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.
- 7.3 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 7.4 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 7.5 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 Company 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 in accordance with these Articles or by the Company in 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.
- 7.6 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 7.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 7.7.2 shall be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the existing or proposed transaction or arrangement;
- 7.7.3 shall absent himself from the discussion of matters relating to the existing or proposed transaction or arrangement 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;
- 7.7.4 shall not be entitled to vote at a meeting of directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 7.7.5 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 7.7.6 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 Company is otherwise (directly or indirectly) interested; and
- 7.7.7 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement 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 Act.

## **8. 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.

## **9. Directors` Discretion to make further rules**

- 9.1 The directors may establish, publish and enforce rules, regulations, bye-laws, policies and procedures and codes of conduct governing matters relating to Company administration and the Sport that are required from time to time for the effective operation of the Company (the “**Rules**”).

9.2 All Rules may be amended by the Board from time to time.

9.3 If there is a conflict between the terms of these Articles and the Rules, the terms of these Articles shall prevail.

## **10. Organisation of General Meetings**

10.1 A Member has 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.

10.2 Any Individual Member having fully paid their Individual Subscription for the relevant period has the right to exercise his or her vote at a general meeting such that:

10.2.1 that Individual Member is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

10.2.2 that Individual Member'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 Members attending the meeting.

10.3 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.

10.4 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.

10.5 Two or more Members 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.

## **11. Quorum for a General Meeting**

No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it did not constitute a quorum.

A quorum is ten percent of the total membership at the time present in person or by proxy.

## **12 Chairing General Meetings**

12.1 if the Directors have appointed a chairperson, the chairperson shall chair general meetings if present and willing to do so.

12.1.1 If the Directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which the meeting was due to start:

12.1.1.1 The Directors present, or

12.1.1.2 (if no directors are present), the meeting must appoint a director or a member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

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

### **13 Attendance and Speaking by Directors and Non-Directors**

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

13.2 The chairperson of the meeting may permit other persons who are not Members of the Company to speak at a general meeting but only those over 16 years of age will be permitted to vote.

### **14 Adjournment**

14.1 If the Members 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 chairperson of the meeting must adjourn it.

14.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if

14.2.1 the meeting consents to an adjournment.

14.2.2 It appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or

14.2.3 Ensure that the business of the meeting is conducted in an orderly manner.

14.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.

14.4 When adjourning a general meeting, the chairperson of the meeting must:-

14.4.1 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:-

14.4.2 Have regard to any directions as to the time and place of any adjournment which has been given by the meeting.

14.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it is adjourned, the Company must give at least seven clear days` notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

14.5.1 To the same persons to who notice of the Company`s` general meetings are

required to be given, and

14.5.2 Containing the same information which such notice is required to contain.

14.6 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.

## **15 Voting at General Meetings**

15.1 A resolution put to the vote of a general meeting must be decided on a show of hands, unless a poll is duly demanded in accordance with the Articles.

15.2 In respect of each resolution proposed at a general meeting and in respect of any written resolution:

15.2.1 each SWA registered Individual Member shall have one vote;

15.2.2 each SWA registered Club with less than 10 Full Members shall have one vote;

15.2.3 each SWA registered Club with 10 or more Full Members shall have two votes;

15.2.4 each Associated Scottish Wrestling Body Member shall have one vote but the individual members of that body shall not be entitled to vote;

15.2.5 each Honorary Member shall have one vote.

## **16 Errors and Disputes**

16.1 No objections 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.

16.2 Any such objection must be referred to the chairperson of the meeting whose decision is final.

## **17 Poll Votes**

17.1 A poll on a resolution may be demanded:-

17.1.1 In advance of a general meeting where it is to be put to the vote, or

17.1.2 At a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

17.2 A poll may be demanded by:-

17.2.1 The chairperson of the meeting.

- 17.2.2 The Directors.
  - 17.2.3 Two or more Members having the right to vote on the resolution:- or
  - 17.2.4 A Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 17.3 A demand for a poll may be withdrawn if:
- 17.3.1 The poll has not yet been taken, and:
  - 17.3.2 The chairperson of the meeting consents to the withdrawal.
- 17.4 Polls must be taken immediately and in such manner, normally by as the chairperson of the meeting directs. In the main any such poll:
- 17.4.1 should remain to be a (private written vote).
  - 17.4.2 Deposited in a sealed box.
  - 17.4.3 Be scrutinised, counted and confirmed by agreed tellers.

## **18 Proxy Voting**

- 18.1 Proxies may only be validly appointed by a notice in writing (a “proxy notice”) which:
- 18.1.1 states the name and address of the Member appointing the proxy;
  - 18.1.2 identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;
  - 18.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 18.1.4 is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,
- and a proxy notice which is not delivered in such manner shall be invalid.

## **19 Delivery of proxy notices**

- 19.1 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 Company by or on behalf of that person.
- 19.2 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.

19.3 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.

19.4 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.

## **20 Amendments to Resolutions**

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

20.1.1 notice of the proposed amendment is given to the Company in writing by a member entitled to vote at the general meeting at which it is to be proposed not less than 48hrs before the general meeting is to take place, (or such later time as the chairperson of the meeting may determine); and

20.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson 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:

20.2.1 the chairperson proposes the amendment at the general meeting at which the resolution is to be proposed; and

20.2.1 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 chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on the resolution.

## **21 Accounting**

21.1 Records shall be kept in accordance with all applicable statutory requirements.

21.2 Accounts shall be audited annually, by the Company appointed auditors, who shall make a written report to the company directors.

21.3 The Company's auditors report shall, be made available to Members, on the accounts examined by the Company's auditors), and on every balance sheet and income and expenditure account, copies of which are to be laid before the Members as part of an agenda of a general meeting.



## 22 **Means of communication to be used**

22.1 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.

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

22.2.1 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;

22.2.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

22.2.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

22.2.4 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 Business Day.

22.3 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## 23 **Indemnity**

23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

23.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 23.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 23.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 23.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 23.4 In this article:
- 23.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- 23.4.2 a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and
- 23.4.3 a “**relevant officer**” means any Director or other officer or former Director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.