

THE COMPANIES ACT 2006

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

These draft articles have been prepared using my best endeavours to produce a set of Articles, Byelaws, Polices and Rules of Competition for the company to meet the requirement of the Companies Act 2006, any statutory modification or re-enactment, with governance standards similar to those set out by Sport England and UK Sport in their "Code for Sports Governance Tier 1" which are likely to be the minimum standards for any sponsor considering sponsorship funds between £10,000 and £250,000. Tier 1 is also the minimum standard likely to be acceptable to UK Athletics and the HCAFs for any significant grants that they might consider making.

I accept no legal responsibility or liability whatsoever for the accuracy of the information, conclusions that may be drawn from it, how the information is interpreted and implemented by the reader or any third party.

Readers of this draft are advised to take advice from a suitably qualified legal adviser and tax advice from a qualified adviser with a specialist knowledge of corporation tax and VAT for a non-profit sports company.

This is the basis on which this draft is presented.

Ian Richards 6/10/23

Articles of Association

of

BMAF HOLDINGS LIMITED

(BMAF Holdings Limited is a working title but later may be changed to British Masters Athletics Federation Limited if permission is obtained from Companies House)

Company Number:

Registered Office: in England

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The name of the Company of which these are the Articles of Association shall be the **BMAF Holdings Limited** (BMAF). BMAF is a not-for-profit organisation that is

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neutral regarding politics, religion, ethnicity, and gender. Its duration is unlimited

1. DEFINITIONS

In these Articles, and in the Byelaws, Policies and Rules, unless the context otherwise requires, the words and phrases set out below have the meanings given in this Clause:

- 1.1 "Act" means the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force.
- 1.2 AGM means an Annual General Meeting.
- 1.3 "Articles" means the Articles of Association of the Company.
- 1.4 "Bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.
- 1.5 "BMAF" means **BMAF Holdings Limited**.
- 1.6 "Board" means the Board of Directors of the Company.
- 1.7 "Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in London.
- 1.8 "Chief Executive" means the person appointed from time to time as the Chief Executive of the company in accordance with Article 10.1.
- 1.9 "Chief Executive (Subsidiary)" means the person appointed from time to time as the Chief Executive of any 100% wholly owned subsidiary company and a Director of the Company in accordance with Article 8.4.4.
- 1.10 "Chair" means Chairperson of the Company.
- 1.11 "Club", "Member Club" means a masters athletics club or association within the United Kingdom recognised by the Board from time to time as affiliated to the Company.
- 1.12 "Club Member" means an individual athlete who is a member of a Club affiliated to the Company.
- 1.13 "Committee" means such committees as the Board may create from time to time.
- 1.14 "Company" means BMAF Holdings Limited.
- 1.15 "Company Member" or "Member" means a person or legal entity duly admitted as a Member of the Company from time to time in accordance with these Articles.
- 1.16 "Company Secretary" means the Secretary of the Company appointed by the Board in accordance with Article 10.2.

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- 1.17 "Conflict" has the meaning given to that term in Article 8.20.
- 1.18 "Conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon; corporate representative has the meaning given to that term in Article director means a director of the Company, and includes any person occupying the position of director, by whatever name called.
- 1.19 "Connected Person" has the meaning given in Section 252 of the Companies Act and covers amongst others, a director's parents, anyone with whom the director lives as partner in an enduring family relationship and the director's children and step-children who are over 18.
- 1.20 "Crown Dependencies" means the Bailiwick of Jersey, the Bailiwick of Guernsey and the Isle of Man. Within the Bailiwick of Guernsey there are three separate jurisdictions: Guernsey (which includes the islands of Herm and Jethou); Alderney; and Sark (which includes the island of Brecqhou).
- 1.21 "Director" means a Director of the Company from time to time.
- 1.22 "EGM" means an "Extraordinary General Meeting".
- 1.23 "EMA" means "European Masters Athletics".
- 1.24 "Home Countries" means England, Scotland, Wales, Northern Ireland.
- 1.25 "President" means the person appointed as the President of the Company in accordance with Article 10.4.
- 1.26 "Vice President" means the person appointed as the Vice President of the Company in accordance with Article 10.4.
- 1.27 "Honorary Vice President" means a person appointed as an Honorary Vice President in accordance with Article 10.4
- 1.27 "Nomination Committee" means the body established by the Board in accordance with Article 8.14.
- 1.28 "Meeting Chair" means any person appointed by a meeting, in accordance with these Articles, to chair that meeting.
- 1.29 "Office" means the registered Office of the Company from time to time.
- 1.30 "Ordinary Resolution" has the meaning given in section 282 of the Companies Act 2006 and requires a simple majority of those entitled to vote.
- 1.31 "Participate", in relation to a Directors' meeting, has the meaning given in article 8.16.
- 1.32 "Proxy notice" has the meaning given in article 6.12.

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- 1.33 "Representative" means a duly authorised representative of a Club.
- 1.34 "Scrutineers" means up to three individuals who shall act as tellers in the counting of any show of hands, or other vote, or ballot taken at meetings.
- 1.35 "Special Resolution" has the meaning given in section 283 of the Companies Act 2006 and requires either a 2/3rds or 75% majority of those entitled to vote as specified in the Articles.
- 1.36 "Subsidiary" has the meaning given in section 1159 of the Companies Act 2006.
- 1.37 "United Kingdom" means Great Britain and Northern Ireland.
- 1.38 "UKA" means "UK Athletics".
- 1.39 "Vice Chair" means Vice Chairperson of the Company.
- 1.40 "WMA" means "World Masters Athletics".

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2. INTERPRETATIONS

- 2.1 Written or in writing shall, unless the contrary intention appears, be construed as including printed, photographed and other modes of representing or reproducing words in visible form by electronic means. Electronic form has the meaning given to it in S1168 companies act 2006.
- 2.2 In these Articles, the Byelaws, the Formal Policies and Rules, words imputing one gender shall include all genders and the singular and plural and vice versa. **However, specific reference to the female gender means only the female gender as understood by the Equality Act 2010. For the purposes of the Act a person's legal sex is their biological sex as recorded on their birth certificate.**
- 2.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which these Articles become binding on the Company.
- 2.4 Except where the context otherwise requires, any reference to a person "signing" or "executing" any agreement, deed, instrument or document of any kind shall include signing, sealing, executing or using any other valid means by which that person may bind themselves to such agreement, deed, instrument or document.
- 2.5 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 2.6 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.
- 2.7 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the Articles of Association of the Company.
- 2.8 The Byelaws, Formal Policies and Rules made under these Articles are not part of the Articles but provide further detail or expand on elements of the Articles or address matters not specifically dealt with in the Articles.

3. OBJECTS

The objects for which the Company is established are:

- 3.1 To develop and promote athletics and running as an appropriate sport for men and women of not less than 35 years of age (hereinafter referred to as Masters) in the United Kingdom and the Crown Dependencies of the . To encourage them to join a Club or Association that is a Member of the Company and participate in Masters events.
- 3.2 To act as the governing body for Masters athletics in the United Kingdom and the Crown Dependencies following the rules, regulations, standards of conduct, disciplinary procedures, doping and safeguarding rules set by World Masters Athletics and UK Athletics, to whom the Company is affiliated, or such bodies as may succeed them. The Company may amend those rules and regulations in order to facilitate their practical operation for masters athletics in the United Kingdom and the Crown Dependencies.
- 3.3 To organise and liaise with governing bodies to whom the Company is affiliated, in order to regulate and administer athletics for Masters on behalf of the Clubs. To liaise with the Clubs in all discussions with the Home Country governing bodies.
- 3.4 To co-ordinate and support the work of the Clubs, disseminating information and helping them to develop.
- 3.5 To maintain a national register of Masters athletes in the United Kingdom and Crown Dependencies, which may also act as a membership system for the Clubs.
- 3.6 To be responsible for BMAF Championships, and other competitions conducted in accordance with the Company's Rules of Competition.
- 3.7 To ratify and register National Masters five-year age group records. Check, approve and submit for ratification European and World Masters five-year age group records in accordance with World Masters Athletics standards.
- 3.8 To determine annual BMAF best Masters awards and submit nominations for annual European and World Masters best Masters awards.
- 3.9 To facilitate and validate participation of Club Members, Affiliate Member athletes and other eligible Masters who qualify to represent Great Britain, Northern Ireland and the Crown Dependencies in International Masters Championships.

To approve individuals where the Company is required or requested to appoint or nominate a person to a post, including officials, in another United Kingdom or International Athletics organisation.

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- 3.10 To select and nominate team managers to European Masters Athletics and World Masters Athletics **when necessary** for appointment at International Masters Championships, and other International Masters competitions.
- 3.11 To facilitate, appoint, or approve when necessary, delegates to governing body assemblies and conferences, seminars and training or similar meetings.
- 3.12 To tender or join a tender or approve a tender for International Masters Championships to be held in the United Kingdom provided that the finances of such a championship are secure and the risks of any potential financial loss to the Company is acceptable or can be mitigated by any means such as insurance or covered by an agreement with a third party such as a governing body, central or local government, sponsor, a company, trust or other such organisation established to organise the championship or an arrangement with a private individual(s).
- 3.13 To co-ordinate, **facilitate**, organise and/or participate in International Masters Competitions against other nations, including competitions between the Home Country Governing bodies.
- 3.14 To select age group representative teams of members of Clubs who qualify to represent the United Kingdom and the Crown Dependencies in International Masters competitions against other nations.
- 3.15 To communicate with Clubs, and their Club Members as quickly as possible the most up to date EMA/WMA information received that might affect them.

4. MEMBERS

4.1 Liability of Members

The liability of each Member is limited to £1.00, 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:

- 4. 1. 1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 4. 1.2 payment of the costs, charges and expenses of winding up;
- 4. 1.3 adjustment of the rights of the contributories among themselves.

4.2 The Members of the Company shall be:

- 4.2.1 such Clubs and Associations that are affiliated to the British Masters Athletic Federation at the date of dissolution of that Federation and wish to be admitted to membership of the Company in accordance with this part of the Articles
- 4.2.2 the Chairperson and the Vice Chairperson during such time as they hold that office in the Company in accordance with this part of the Articles
- 4.2.3 the Finance Director admitted to Membership by ordinary resolution during such time as they hold that office in the Company in accordance with this part of the Articles
- 4.2.4 Any Chief Executive Officer of the Company admitted to Membership by ordinary resolution during such time they hold that office
- 4.2.5 the Chief Executive Officer of any wholly owned subsidiary of the Company admitted to Membership by ordinary resolution of the Company during such time they hold that office
- 4.2.6 any person, association or body involved in the sport of athletics or running or any branch thereof admitted to Membership following a written Special Resolution including approval by at least 75% of the Clubs and Associations who are Members of the Company in accordance with this part of the Articles.

4.3 Every club, person, association or body (whether incorporated or not) wishing to become a Member of the Company shall deliver to the Company an application for membership in such form as the Directors may from time to time require.

4.4 The Directors shall observe the provisions of section 113 of the Act in maintaining the Register of Members.

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4.5 In addition to the powers granted by section 323 of the Act, a Member not being an individual may by resolution of its committee or other governing body authorise a person or persons to act as its representative or representatives at any meeting of the Company.

4.5.1 where such Member authorises only one person they are entitled to exercise the same powers on behalf of that Member as the Member could if it were an individual Member of the Company.

4.5.2 where the Member authorises more than one person any one of them is entitled to exercise the same powers on behalf of that Member as the Member could if it were an individual Member of the Company.

4.5.3 where the Member authorises more than one person, and more than one of them purport to exercise a power under Article 3.5.2, if they purport to exercise the power in the same way, the power is treated as exercised in that way. However, if they do not purport to exercise the power in the same way, the power is treated as not exercised. A Member granting the authority as provided in this Article shall if required by the Company lodge a certified copy of such resolution with the Company not later than the start of the meeting at which the person or persons will exercise that power.

4.6 Membership shall not be transferable.

4.7 Membership shall terminate on the first to occur of the following:

If the Member is an incorporated association:

4.7.1 If the Member is dissolved or otherwise ceases to exist.

4.7.2 If they become bankrupt, liability ceases from the date of bankruptcy.

4.7.3 If they are removed from Company Membership by resolution of the Company Members in a general meeting on the grounds that their continued membership is, or is likely to be, harmful to the Company, but only after notifying the Company Member in writing and allowing that person to make representations at the general meeting called to consider their removal, or to circulate written representations to the Company Members prior to the general meeting.

If the Member is an unincorporated association:

4.7.4 If the Member ceases to exist from that date.

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4.7.5 If they are removed from Company Membership by resolution of the Company Members in a general meeting on the grounds that their continued membership is, or is likely to be, harmful to the Company, but only after notifying the Company Member in writing and allowing that person to make representations at the general meeting called to consider their removal, or to circulate written representations to the Company Members prior to the general meeting.

If the Member is an individual:

4.7.6 If they die, liability ceases at the date of death of the named person.

4.7.7 In the case of a Director, on the day that they cease to be a member of the Board.

4.8 If the Member is an unincorporated association, a representative shall cease to be a representative:

4.8.1 If the Club of which they are a representative is dissolved or otherwise ceases to exist.

4.8.2 If the Club of which they are a representative is removed from Company Membership by resolution of the Company Members in a general meeting on the grounds that their continued membership is, or is likely to be, harmful to the Company, but only after notifying the Company Member in writing and allowing that person to make representations at the general meeting called to consider their removal, or to circulate written representations to the Company Members prior to the general meeting.

4.8.3 If the Club of which they are a representative no longer fulfils the requirements specified in this section of the Articles.

4.8.4 If the committee of the Club of which they are a representative terminates their appointment as their representative.

4.8.5 If they cease to be a member of the Club of which they were a representative at the time of their admission to Company Membership.

4.9 Any member may give 7 days Written notice to the Company at its registered address tendering resignation from the Company, which notice shall apply upon receipt or such later date as the Notice may specify

4.10 AFFILIATE MEMBERS

- 4.10.1 Affiliate Members shall be any club, association or body (whether incorporated or not) involved in the sport of athletics, running and walking (including mountain running, trail running, ultra-running, and Nordic walking) with individual members who wish to participate in a WMA or EMA championship and require the UK's member of those organisations to verify the eligibility of those individual members to compete in the championships.
- 4.10.2 Affiliate Membership of BMAF shall not be available to any prospective Affiliate Member whose constitution is inconsistent with the objects or spirit of these Articles.
- 4.10.3 Affiliate Members shall only be admitted to Affiliate Membership following a written Special Resolution including approval by at least 50% of the Members of the Company in accordance with this part of the Articles.
- 4.10.4 Every club, association or body wishing to become an Affiliate Member of the Company shall deliver to the Company an application for membership in such form as the Directors may from time to time require.
- 4.10.5 Affiliate Members may attend General Meetings of the Company but may not vote.
- 4.10.6 Representatives of Affiliate Members at General Meetings shall be subject to the same conditions as for ordinary Company Members as set out in Article 4.5
- 4.10.7 Affiliate Membership is not transferable.
- 4.10.8 Membership as an Affiliate Member shall terminate in accordance with the same conditions as for ordinary Company Members as set out in Article 4.7.

5. AFFILIATIONS

- 5.1 The Company shall affiliate to UKA, WMA and EMA or such bodies that shall succeed them as the governing body for athletics and running in the United Kingdom and Crown Dependencies, masters athletics in Europe and the World respectively.
- 5.2 The Company shall abide by the rules and byelaws of the governing bodies to which it is affiliated unless they are contravened by these Articles, or Company Byelaws, Policies or Rules of Competition
- 5.2 The Company may decide by a general resolution to affiliate to such additional association or body involved in the sport of athletics, running, walking or any branch thereof, as may be appropriate to help it meet its objects.

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6. GENERAL MEETINGS

- 6.1 Unless exceptional circumstances prevent it, the Company shall hold a General Meeting no later than 30th November in each calendar year as its Annual General Meeting (AGM). Not more than 15 months shall elapse between successive Annual General Meetings.
- 6.2 The AGM shall be held at such time and place as the Board shall decide including the provision for online/virtual attendance.
- 6.3 All General Meetings, other than AGM's, shall be called Extraordinary General Meetings (EGM's).
- 6.4 The business of the AGM shall be:
- 6.4.1 to receive from the Directors a full statement of account for the prior year
 - 6.4.2 to receive from the Directors a report of the activities of the Company since the previous annual report
 - 6.4.3 to elect such Directors as are required to fill vacancies on the Board
 - 6.4.4 to elect auditors (if required) and fix their remuneration
 - 6.4.5 to transact such other business as may be brought before the meeting in accordance with these Articles or the Act.
- 6.5 All Company Members shall be permitted to attend General Meetings and to vote.
- 6.6 All Affiliate Members shall also be permitted to attend General meetings, speak but not vote.
- 6.7 The following shall be entitled to attend and speak but not vote at General Meetings of the Company unless they are Members:-
- (i) Directors of the company and any subsidiary
 - (ii) Council members
 - (iii) Chairpersons of any committee of the Company or Subsidiary
 - (iv) The Honorary Treasurer if appointed**
- 6.8 The Chairperson of the Meeting may permit other persons who are not Members of the Company to attend and speak at meetings.

6.9 Conduct of General Meetings

- 6.9.1 The Chairperson shall preside as Chairperson of the Meeting but if he is not present within 15 minutes after the time appointed for the meeting or, if present, the Chairperson is unwilling to act as Chairperson of the Meeting, the Directors who are Members and present shall appoint one of their number as Chairperson of the Meeting. If only one director is present, that Director shall be Chairperson of the Meeting unless he declines. In the event that there is no Director present willing to take the chair, all the Members present may elect one of their number to take the chair.
- 6.9.2 No business other than the appointment of the Chairperson of the Meeting is to be transacted at a meeting if the persons attending it do not constitute a quorum.
- 6.9.3 A quorum shall be at least 4 Clubs who are Members and 1 member of the Board who is a Member. Members may be present by proxy.
- 6.9.4 If such a quorum is not present within half an hour of the time appointed for the meeting the meeting shall be adjourned to such time and place as the directors shall determine.
- 6.9.5 If during the course of a meeting a quorum shall cease to be present the meeting shall be adjourned for 30 minutes and if a quorum is not then present the meeting shall be adjourned to such time and place within 28 days as the directors shall determine.

6.10 Notices of General Meetings

- 6.10.1 Notice of all General Meetings, which may be sent in writing or electronically, shall specify the time and place of the meeting and be sent at least 40 days before the date of an AGM.
- 6.10.2 The AGM may be held as a face-to-face meeting or electronically or a combination of both.
- 6.10.3 Notice shall be sent to all entitled to attend and to any auditors.
- 6.10.4 An accidental omission to give notice to a Member shall not invalidate the proceedings of the Meeting.
- 6.10.5 Business and proposals which Members or Directors desire to put before an AGM shall be received in writing or electronically by the Secretary at least 30 days before the date of the meeting.
- 6.10.6 The notice shall specifically state where it is intended that a Resolution at a General Meeting is to be proposed as a Special Resolution.

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6.10.7 The agenda and any papers shall be sent at least 21 days before the date of an AGM.

6.10.8 In accordance with S 1147 of the Companies Act 2006 notice shall be deemed to be given 72 hours after the envelope containing it was posted; in the case of electronic form of communication, 72 hours after it was sent.

6.10.9 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

6.10.10 Members, Affiliate Members and others entitled to attend joining a Meeting electronically, shall notify the Secretary 2 days before the meeting.

6.11 Voting

6.11.1 The Chairperson or Chairperson of the Meeting shall have a casting vote in addition to any vote that they may otherwise be entitled to.

6.11.2 The proportion of votes of those entitled to vote and are present at a General Meeting, together with those registered electronically as a voting attendee, shall be for:

- a. ordinary resolutions - a simple majority
- b. amendments to the Articles - a two-thirds majority,
- c. special resolutions - a 75% majority
- d. change of Company name - a two-thirds majority

6.11.3 All other business shall be decided by a simple majority.

6.11.4 A vote shall be recognised by a show of hands of those attending in person and an electronic indication by those attending electronically. Up to three non-voting individuals shall act as scrutineers in the counting of any show of hands or other vote or ballot taken at meetings.

6.12 Proxy Appointments and Notifications

6.12.1 A Member who is entitled to vote at a General Meeting of the Company is entitled to appoint a proxy to attend and vote on behalf of that Member at such general meeting. The proxy need not be a Member of the Company. The proxy shall be received by the Company at its registered office, or such other address as shall be specified on the notice convening the meeting not less than 48 hours before the start of the meeting to which it relates.

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- 6.12.2 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 company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 6.12.3 The company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 6.12.4 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.
- 6.12.5 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.
- 6.12.6 The Company shall not be concerned as to whether or not the proxy exercises their proxy as directed by the donor and shall be entitled and bound to take the vote of the proxy as cast.

6.13 Delivery of proxy notices

- 6.13.1 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.
- 6.13.2 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.
- 6.13.3 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.
- 6.13.4 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.

6.14 Poll

- 6.14.1 A poll on the vote of a resolution put to a General Meeting may be demanded by the Chairperson of the Meeting or by any Member present in person or by proxy, either before the show of hands is taken or when the result of the show of hands is declared. In the event that a poll is taken the results of the poll shall be taken as the decision of the meeting regardless of the declaration of any show of hands.
- 6.14.2 Unless a poll is demanded, the declaration of the Chairperson of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 6.14.3 The demand for a poll may be withdrawn before the poll is taken and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 6.14.4 The poll shall be taken as the Chairperson of the meeting directs and they may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll.
- 6.14.5 In the case of an equality of votes (whether on a show of hands or a poll) the Chairperson of the meeting shall have a casting vote in addition to any other votes they may have.
- 6.14.6 A poll demanded on the election of the Chairperson, or the adjournment of the meeting shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairperson of the meeting shall direct being not more than 30 days after the poll is demanded.
- 6.14.7 The demand for a poll shall not prevent the meeting continuing for the transaction of any business other than that on which the poll was demanded.
- 6.14.8 The Chairperson of the meeting may direct (and shall do so if so directed by the meeting) that voting papers for the poll be sent to all Members entitled to attend and vote at that general meeting and that voting papers duly returned by the date and time for the closing of the poll shall be considered as cast in the poll.
- 6.14.9 If any votes are given or counted at a general meeting which shall afterwards be found to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at that meeting unless objection to such votes be taken at the meeting or such votes were given or counted fraudulently.

6.15 Amendments to resolutions

6.15.1 An ordinary resolution to be proposed at a Meeting may be amended by ordinary resolution if—

- (i) 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 Chairperson of the meeting may determine), and
- (ii) The proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.

6.15.2 A special resolution to be proposed at a Meeting may be amended by ordinary resolution, if: —

- (i) Notice of the proposed amendment is given to the company in writing by a person entitled to vote at the 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 Chairperson of the meeting may determine), and
- (ii) The proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.

6.15.3 A special resolution may be amended during a general meeting if the Chairperson of the meeting proposes the amendment, the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution and 75% of the Members present agree.

6.15.4 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 that resolution.

6.16 Adjournment of Meetings

6.16.1 The Chairperson of the Meeting may with the consent of the Members at the meeting at which a quorum is present (and shall if so directed by the Members at the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at the adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

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6.16.2 The Chairperson of the Meeting may at any time without the consent of the meeting adjourn any meeting where it appears to him or her that:

- a. Members wishing to attend cannot conveniently be accommodated in the place appointed for the meeting;
- b. the conduct of people present prevents or is likely to prevent the orderly conduct of business; or
- c. an adjournment is otherwise necessary or desirable so that the business of the meeting can be properly conducted.
- d. where a General Meeting is adjourned to a date more than seven days after the date of the original meeting, notice shall be given to all Members entitled to receive notice of the meeting of the date and time at which the adjourned meeting will continue. The notice may indicate the items of business left for the adjourned meeting to consider.

6.17 Written Resolutions

6.17.1 A resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006.

6.17.2 Any member may propose a Members' written resolution by giving notice in writing of the proposed resolution to each of the other Members.

6.17.3 If the company has appointed a Company Secretary or delegated such duties to a General Secretary, they must propose a Members' written resolution if a Member so requests by giving notice in writing to each of the other Members.

6.17.4 Notice of a proposed Members' written resolution must indicate the proposed resolution; and the time by which it is proposed that the Board should adopt it.

6.17.5 A proposed Members' Written Resolution is adopted when a simple majority (or if a special resolution by a majority of not less than 2/3rds or 75% as required by these Articles) of the Members have signed one or more copies of it, provided that those Members would have formed a quorum at a General meeting were the resolution to have been proposed at such meeting.

6.17.6 Once a Members' written resolution has been adopted, it must be treated as if it had been a decision taken at a General meeting in accordance with the Articles.

7. EXTRAORDINARY GENERAL MEETINGS

- 7.1 The Board may, whenever it thinks fit, convene an EGM including provision for online/virtual attendance at all such meetings.
- 7.2 Any 3 Members may demand an EGM in the same manner as that in which meetings may be convened by the Board. Those requesting the EGM should state the general nature of the business to be dealt with at that meeting and the text of any resolution that may properly be moved and is intended to be moved at that meeting. The requisition may consist of several documents in substantially the same form each signed by one or more Members.
- 7.3 Business and proposals which Members or Directors desire to put before an EGM shall be received in writing or electronically by the Secretary at least 30 days before the date of the meeting.
- 7.4 At least 21 days' notice of the date of an EGM, which may be held face to face or by electronic means or a combination of both, shall be given to the Members, others entitled to attend and any Auditors. The notice shall specify the time and place of the meeting
- 7.5 In exceptional circumstances, the Board may call an emergency EGM up to 48 hours before the proposed date to deal with an urgent matter raised by either the Board or by 3 Members that needs to be addressed earlier than the normal notice periods set out in Article 7.3
- 7.6 Amendments to Resolutions or Special Resolutions may be made in the same manner as for General Meetings as set out in Articles 6.15.
- 7.7 An EGM shall be conducted in the same way as a General Meeting as set out in Article 6.

8. BOARD OF DIRECTORS

8.1 The Directors of the Company from time to time shall constitute the Board.

8.2 Directors General Authority

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8.3 Members Reserve Authority

8.3.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

8.3.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

8.4 Appointment of Directors

8.4.1 Any person who is willing to act as a Director, who is permitted to be a director by law, and has been nominated and validated by the Nominations Committee, may be appointed to be a Director by ordinary resolution, subject to these articles:

8.4.2 Unless otherwise determined by ordinary resolution, the number of Directors (other than Alternate Directors) shall not be more than nine and shall not be less than three.

8.4.3 There shall be a Chairperson, a Vice Chairperson, and at least 3 other Non-executive Directors appointed by ordinary resolution provided that they meet the requirements of Article 8.4.1.

8.4.4 The Chief Executive Officer of any wholly owned subsidiary company shall be appointed as a Director by ordinary resolution provided that they meet the requirements of Article 8.4.1

8.4.5 If appointed as an officer of the Company, the Company may appoint a Finance Director by ordinary resolution, provided that they meet the requirements of Article 8.4.1

8.4.6 If appointed as an officer of the Company, any Chief Executive Officer may be appointed as a Director by ordinary resolution, provided that they meet the requirements of Article 8.4.1.

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8.4.7 The Company may appoint a Director representing the national governing body for athletics, UK Athletics, or any organisation that succeeds it by ordinary resolution provided that they meet the requirements of Article 8.4.1.

8.5 Term of Office

8.5.1 The positions of Chairperson, 2 Non-executive Directors and any Chief Executive Officer (Subsidiary) shall be appointed for a term of 2 years at the formation of the Company and every 3 years thereafter.

8.5.2 The positions of Vice Chairperson, Finance Director, and at least 1 Non-executive director shall be appointed for a term of 3 years at the formation of the Company and every 3 years thereafter.

8.5.3 The maximum term of office shall be no more than 9 years ie three terms of 3 years.

8.6 Termination of Director's appointment

8.6.1 A person ceases to be a Director as soon as:

- a. that person ceases to be a Director by virtue of any provision of CA 2006 or is prohibited from being a director by law;
- b. that person, if appointed as a Member, ceases to be a Member;
- c. bankruptcy order is made against that person;
- d. composition is made with that person's creditors generally in satisfaction of that person's debts;
- e. 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;
- f. by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- g. 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.

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8.7 Decision making by Directors

8.7.1 Directors shall take decisions collectively

8.7.2 The general rule about decision-making by Directors is that any decision of the Directors must be taken as a majority decision at a meeting or as a Directors' written resolution in accordance with Article 8.8 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 8.9 (Unanimous decisions).

8.7.3 If the Company has less than 3 Directors for the time being, the general rule of Article 8.7.2 does not apply. The remaining Directors shall call an EGM to elect (an) additional Director(s) and/or take any urgent decisions that cannot be delayed, taking advantage of Article 7.5 if necessary.

8.7.4 Subject to the Articles, each director participating in a Directors' meeting has one vote.

8.7.5 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.

8.8 Directors' Written Resolutions

8.8.1 Any director may propose a Directors' Written Resolution by giving notice in writing of the proposed resolution to each of the other Directors (including Alternate Directors).

8.8.2 If the company has appointed a Company Secretary, the Company Secretary must propose a Directors' Written Resolution if a Director so requests by giving notice in writing to each of the other Directors (including Alternate Directors).

8.8.3 Notice of a proposed Directors' Written Resolution must indicate the proposed resolution; and the time by which it is proposed that the Directors should adopt it.

8.8.4 A proposed Directors' Written Resolution is adopted when a simple majority (or if a special resolution by a majority of not less than 75% of the non-conflicted Directors (or their Alternates) have signed one or more copies of it, provided that those Directors (or their Alternates) would have formed a quorum at a Directors' meeting were the resolution to have been proposed at such meeting.

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8.8.5 Once a Directors' Written Resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with the Articles.

8.9 Unanimous decisions

8.9.1 A decision of the Directors is taken in accordance with this Article 8.9 when all non-conflicted Directors indicate to each other by any means that they share a common view on a matter.

8.9.2 A decision may not be taken in accordance with this Article 8.9 if the non-conflicted Directors would not have formed a quorum at a Directors' meeting had the matter been proposed as a resolution at such a meeting.

8.9.3 Once a Directors' unanimous decision is taken in accordance with this Article 8.7, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with the Articles.

8.10 Delegation of the Powers of the Board

8.10.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles to such person, committee, or subsidiary by such means (including by a power of attorney), to such an extent in relation to such matters or territories and on such terms and conditions as they think fit.

8.10.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

8.10.3 The Directors may revoke any delegation in whole or part or alter its terms and conditions.

8.11 Committees

8.11.1 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 the Articles which govern the taking of decisions by Directors

8.11.2 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. Any rules of procedure and terms of reference made by the Directors shall be set out in the Byelaws. The Byelaws shall identify the Committee's purpose, responsibilities, structure, membership, meetings, their organisation and any powers delegated to it by the Board.

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8.11.3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Directors and that power, authority or discretion has been delegated by the Directors to a Committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the Committee.

8.12 Subsidiaries

8.12.1 Subsidiaries to which the Directors delegate any of their powers must follow procedures, in respect of the delegated objects and responsibilities, which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

8.12.2 The Directors may make rules of procedure for all or any subsidiary in respect of the delegated objects and responsibilities, which prevail over rules derived from these Articles if they are not consistent with them. Any such rules of procedure and terms of reference made by the Directors shall be set out in the Byelaws. The Byelaws shall identify the subsidiary's delegated purpose, responsibilities, any powers delegated to it by the Board.

8.12.3 Where a provision of these Articles refers to the exercise of a power, authority or discretion by the Directors and that power, authority or discretion has been delegated by the Directors to a subsidiary, the provision shall be construed as permitting the exercise of the power, authority or discretion by the subsidiary.

8.13 Governance, Finance, Risk and Audit Committee

8.13 The Board shall at all times maintain a Governance, Finance, Risk and Audit Committee which shall report to the Board as and when required and shall adopt terms of reference, as set out in the Byelaws. The Byelaws shall identify the Committee's purpose, responsibilities, structure, membership, meetings, their organisation and any powers delegated to it by the Board.

8.14 Nominations Committee

8.14.1 The Board shall at all times maintain a Nomination Committee which shall report to the Board as and when required and shall adopt terms of reference, as set out in the Byelaws, which identify its purpose, responsibilities and any powers delegated to it by the Board.

8.14.2 There shall be a minimum of 5 members of the Nominations Committee.

8.14.3 The majority of the Nominations Committee must be Independent, however, it shall include the Chairperson and a Member.

The term "Independent" shall mean persons who are free from any close connection to the Company save for their position as Members.

8.15 Calling a Directors' meeting

8.15.1 Any Director may call a Directors' meeting by giving notice of the meeting to each of the Directors (including Alternate Directors), whether or not he is absent from the UK, or by authorising the Company Secretary (if any) to give such notice.

8.15.2 Notice of any Directors' meeting must indicate:

- a. its proposed date and time;
- b. where it is to take place, if electronic the on-line link;
- c. if it is anticipated that any 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.

8.15.3 Subject to Article 8.15.2, notice of a Directors' meeting must be given to each Director but need not be in writing.

8.15.4 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 prior to or up to and including 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.

8.16 Participation in Directors' meetings

8.16.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a directors' 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.

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

8.16.3 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.

8.17 Chairing for Directors' meetings

8.17.1 The Directors may appoint a director to chair their meetings.

8.17.2 The person so appointed for the time being is known as the Meeting Chairperson.

8.17.3 The Directors may terminate the Meeting Chairperson's appointment at any time.

8.17.4 If the Meeting 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.

8.18 Chairperson's casting vote at Directors' meetings

8.18.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Meeting Chairperson or other Director chairing the meeting has a casting vote.

8.18.2 Article 8.18.1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairperson or other Director chairing the meeting is a Conflicted Director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

8.19 Quorum for Directors' meetings

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

8.19.2 Subject to Article 8.19.3, the quorum for the transaction of business at a meeting of Directors may be fixed from time to time by a decision of the Directors but it must never be less than three Directors, and unless otherwise fixed it is three. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum.

8.19.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8.20 (Directors' conflicts of interests) to authorise a Director's Conflict, if there is only three Non-conflicted Directors in office in addition to the Conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be three Non-conflicted Directors.

8.20 Directors' conflicts of interests

8.20.1 For the purposes of this Article 18.20, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes

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both direct and indirect interests (being a connected person is an indirect interest as defined by section 252 of the Act. It covers, amongst others, the Director's parents, anyone with whom the Director lives as partner in an enduring family relationship and the Director's children and step-children who are over 18).

8.20.2 The Directors may, in accordance with the requirements set out in this Article 8.20, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a Conflict).

8.20.3 A Director seeking authorisation in respect of a Conflict shall declare to the other Directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other Directors with such details of the relevant matter as are necessary for the other Directors to decide how to address the Conflict, together with such other information as may be requested by the other Directors.

8.20.4 Any authorisation under this Article 8.20 will be effective only if:

- a. the matter in question shall have been proposed by any Director for consideration at a meeting of Directors 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;
- b. any requirement as to the quorum at any meeting of the Directors at which the matter is considered is met without counting the Director in question and any other Conflicted Director(s); and
- c. the matter was agreed to without the Director and any other Conflicted Director(s) voting or would have been agreed to if their votes had not been counted.

8.20.5 Any authorisation of a Conflict under this Article 8.20 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 Conflict so authorized or;
- b. be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; or
- c. be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

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8.20.6 in authorising a Conflict, the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person the Director is under no obligation to:

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

where to do so would amount to a breach of that confidence.

8.20.7 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

- a. is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- b. is not given any documents or other information relating to the Conflict;
- c. may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

8.20.8 Where the Directors authorise a Conflict:

- a. the Director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the Directors in relation to the Conflict;
- b. the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the Directors impose in respect of its authorisation.

8.20.9 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 receives as Director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors 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 nor shall the receipt

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of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006.

8.20.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the Directors in accordance with Article 17.5.2, and provided that he has disclosed to the Directors the nature and extent of any interest of his in accordance with the Companies Acts, a Director notwithstanding his office:

- a. may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;
- b. shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested;
- c. 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;
- d. may be a Director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- e. shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006.

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

8.20.12 Subject to Article 8.20.13, 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 may, before the conclusion of the meeting, be referred to the

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Meeting Chairperson whose ruling in relation to any Director other than the Chairperson is to be final and conclusive.

8.20.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Meeting Chairperson, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Meeting Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

8.21 Records to be kept

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

8.21.2 The Board must ensure that the Company delivers a copy of the minutes of all Board meetings to the Council within 30 days of such meetings.

The Board must keep minutes of all appointments of officers and proceedings at meetings of the Company, the Board and its Committees, sub Committees and working parties. The minutes shall include the names of those present at each, decisions made and, where appropriate, the reasons for decisions. Minutes of meetings shall be sufficient evidence of all business transacted at the meeting, when signed by the Chairperson of the Meeting or the Chairperson of the next following meeting.

8.22 Rules

8.22 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.

8.23 Directors' remuneration and expenses

8.23.1 Directors shall not receive any remuneration.

The Company may pay any reasonable expenses which the Directors (including Alternate Directors) and the Company Secretary (if any) properly incur in connection with their attendance at:

- i. meetings of Directors or committees of Directors, or
- ii. general meetings,

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

8.24 Alternate Directors

8.24.1 Any Director (Appointor) may appoint as an Alternate any other Director, or any other person approved by Resolution of the Directors, to:

- i. exercise that Director's powers; and
- ii. to carry out that Director's responsibilities,
- iii. in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.

8.24.2 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

8.24.3 The notice must:

- i. identify the proposed Alternate; and
- ii. in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the alternate of the Director giving the notice.

8.24.4 An Alternate Director may act as Alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.

8.24.5 Except as the Articles specify otherwise, Alternate Directors:

- i. are deemed for all purposes to be Directors;
- ii. are liable for their own acts and omissions;
- iii. are subject to the same restrictions as their Appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 8.20; and
- iv. are not deemed to be agents of or for their Appointors,

and in particular (without limitation), each Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

8.24.6 A person who is an Alternate Director but not a Director:

- i. may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating and provided that no Alternate may be counted as more than one Director for these purposes);
- ii. may participate in a unanimous decision of the Directors (but only if

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his Appointor does not participate); and

- ii. may sign a written resolution (but only if it is not signed or to be signed by that person's Appointor).

8.24.7 A Director who is also an Alternate Director is entitled, in the absence of any of his Appointors, to a separate vote on behalf of that Appointor, in addition to his own vote on any decision of the Directors but he shall count as only one for the purpose of determining whether a quorum is present.

8.24.8 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

8.24.9 An Alternate Director's appointment as an Alternate for any Appointor terminates:

- i. when that Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- ii. when notification is received by the Company from the Alternate that the Alternate is resigning as Alternate for that Appointor and such resignation has taken effect in accordance with its terms;
- iii. on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a Director;
- iv. on the death of that Appointor; or
- v. when the Alternate's Appointor's appointment as a Director terminates.

9. COUNCIL

- 9.1 Each year, the Board shall establish a Council at the Company's AGM.
- 9.2 The Council shall consist of representatives nominated by each of the constituent Company Member Associations and Clubs. The Company Chairperson, Vice Chairperson, the Chair of the England Athletics Masters Association and any General Secretary shall be ex-officio members and shall not have a vote, unless they are entitled to vote as a nominated representative of a Constituent Company Member Association or Club.
- 9.3 All Council members shall be members of the Constituent Member Associations and Clubs that they represent.
- 9.4 Each constituent Company Member Association or Club shall nominate the person who will represent them at the next Council meeting on a meeting by meeting basis.
- 9.5 The Council shall elect a Chairperson of the Council, either from the members of the Council or otherwise for the next 12 months following the Company's AGM. However, if at any time, the Council is unable to elect a Chairperson of the Council, the Company Vice Chairperson shall be appointed until such time as the Council's elected Chairperson is able to take responsibility.
- 9.6 The Chairperson of the Council shall preside as Chairperson of the Meeting but if he is unable to be present or not present within 15 minutes after the time appointed for the meeting or, if present, but unwilling to act as Chairperson of the Meeting, the Council members present shall appoint one of their number as Chairperson of the Meeting.
- 9.7 All notifications from the Company shall be sent to the Constituent Association and Clubs' Secretaries.
- 9.8 The Council shall oversee and monitor policy matters and the Company's operation. It shall hold the Board to account and may request Directors or other individuals to either attend Council meetings or provide whatever information is deemed necessary for it to carry out its responsibilities.
- 9.9 The Council shall oversee, monitor and advise on all significant operational matters of any subsidiary company and in particular BMAF Services Limited.
- 9.10 The Council shall segregate all discussions and decisions relating to a subsidiary company either by holding a separate meeting or allocating a specific block of time in an ordinary council meeting. Separate minutes shall be taken.
- 9.11 The role of the Council shall be set out in the Byelaws, including being consulted on the development of the Company's strategy and any major strategic decisions which affect the Company or masters athletics in general. It shall act as a 'sounding board' for the Board and provide

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advisory opinions as and when appropriate.

- 9.12 The Council shall have the power to appoint committees to investigate particular problems or organise specific events.
- 9.13 The Council shall meet as often as may be required to meet its purpose and at least once in a year face-to-face. Meetings shall normally be held electronically unless a face-to-face meeting is considered essential. Council delegates who are unable to attend any face-to-face meeting for whatever reason may join virtually or by telephone.
- 9.14 A quorum shall consist of not less than five Council members.
- 9.15 In any tied vote at a Council meeting, the Chairperson of the Meeting shall have a casting vote.
- 9.16 Minutes of meetings shall be taken and circulated to Council Members, Secretaries of the constituent Company Member Associations or Clubs, Company members, and the Board.

10. OFFICERS

10.1 Chief Executive

The Board may appoint a Chief Executive for such period as the Board shall think fit but no longer than 3 years. After 3 years they maybe reselected for further periods of 3 years. The Chief Executive may be removed by the Board.

The responsibilities of the Chief Executive shall be set out in the Byelaws.

10.2 Company Secretary

The Board may appoint a Company Secretary for such a period as the Board shall think fit but no longer than 3 years. After 3 years they maybe reselected for further periods of 3 years. The Company Secretary may be removed by the Board.

The Board may delegate the Company Secretary's duties to an external provider who is not conflicted by any other responsibilities that they might provide for the Company such as accountancy or audit services. The Board shall agree a contract with that provider.

The Company Secretary shall have a duty to file annual returns and other documents to Companies House, maintain registers as well as taking responsibility for convening Board Meetings and other internal administrative matters that ensure the Board acts legally and within the terms of these Articles. Any other responsibilities shall be set out in the Byelaws.

10.3 General Secretary

The Board may further appoint a General Secretary to carry out general administrative duties for such a period as the Board shall think fit but no longer than 3 years. After 3 years they maybe reselected for further periods of 3 years. The General Secretary may be removed by the Board. Any person so appointed may act in place of the Company Secretary for such purposes as the Board may determine. The responsibilities of General Secretary shall be set out in the Byelaws.

10.4 President and Vice President

There shall be an President and Vice President nominated by the Council who shall be appointed by the Members at the Annual General Meeting. Each President shall hold office and be an ex-officio member of Board from the Annual General Meeting of appointment until the close of the following Annual General Meeting.

In the event of a casual vacancy in the office of President, the Vice President shall become President. In the event of a casual vacancy in the

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office of Vice President, the Board shall appoint another Vice President at a meeting convened for the purpose.

The duties of a President and Vice President shall be set out in the Byelaws.

The President may attend Board or Council Meetings but shall not be entitled to vote.

10.5 Honorary Vice Presidents

Each Member who is Constituent Association or Club may nominate individuals for the honour of Honorary Vice President each year using such form as may be required demonstrating their service to the BMAF. An Honorary Vice President shall have a five year term of office unless they resign earlier. The AGM shall consider any nominations and elect individuals to be an Honorary Vice Presidents At no time shall the number of Honorary Vice Presidents exceed 10.

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11 FINANCE

11.1 General

- 11.1.1 The Company is a not-for profit organisation.
- 11.1.2 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in Article 3 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 Members or Directors of the Company.
- 11.1.3 Best endeavours shall be used to ensure that the Finance Director has appropriate professional qualifications.
- 11.1.4 The Directors may appoint an Honorary Treasurer with a professional accounting qualification or may appoint as Treasurer a suitably qualified accountancy professional or organisation for such period and remuneration as the Board shall think fit to manage the finances and prepare the accounts of the Company.
- 11.1.5 Unless and until determined otherwise by the Company in a General Meeting the financial year of the Company shall run from 1st June to 31st May each year.
- 11.1.6 No contract or other undertaking (whether financial or otherwise) to the value of, or a liability in excess of £5,000 or more may be entered into without prior consent of the Board.
- 11.1.7 No contract or other undertaking (whether financial or otherwise) to the value of, or a liability in excess of £2,000 but less than £5,000 may be entered into without prior consent of the Finance Director and one other Director.

11.2 Accounts

- 11.2.1 Accounts as required by the Companies Acts shall be prepared at 31st May each year. The accounts must follow the accounting standards currently in place. The Board must ensure that accounting records are maintained and submitted as required by the Companies Act. The Company may take advantage of the small companies exemption and submit abridged accounts to Companies House. The Company may also decide to take advantage of the small company audit exemption.
- 11.2.2 An income and expenditure account and balance sheet shall be submitted to the Annual General Meeting that follows the financial year end. These shall be accompanied by statements by the Board together with reports, if appointed, from Auditors and/or an independent scrutineer.
- 11.2.3 Members may request either an audit or an independent scrutiny of the accounts for the last financial year at any time.

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11.2.4 The Finance Director or Honorary Treasurer, if appointed, will be required to submit the annual Accounts for either audit or for independent examination if so required by the Board or by resolution at an Annual General Meeting.

11.2.5 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

11.3 Auditors

11.3.1 If independent examination of the accounts is required either by auditors or an independent scrutineer in accordance with Article 11, the Board shall appoint auditors to audit the Company accounts for presentation at each AGM in fulfilment of its duties under the Companies Acts. The auditors shall be appointed at each AGM to hold office until the conclusion of the next AGM and their remuneration fixed in accordance with the Companies Acts. None of the following persons shall be eligible for appointment as Auditor – (a) a member of the Board or other official or employee of the Company, or (b) a person who is a Connected Person. A suitable person or organisation with an appropriate financial background may be appointed instead of or in addition to an auditor to act as an independent scrutineer for the previous or next year at an AGM.

11.4 Payments

11.4.1 Approval of all payments shall be required in accordance with the signature schedule set out in the Bye-laws.

11.4.2 Payments may be made by cheque or on-line subject to the appropriate approval together with the relevant invoices or expense claims from an appropriate Officer of the Company.

11.5 Subscriptions

11.5.1 The annual affiliation fees of Member Associations and Clubs shall be determined for the following year at each AGM or at an EGM and shall be due on 1st June in the year following the AGM.

11.5.2 There shall be no affiliation fee payable by Affiliate Members.

11.5.3 Any Member Association or Club unable to pay the subscription on the due date shall immediately advise the Finance Director or Treasurer and suggest a schedule of payments demonstrating how the whole of the subscription can be met by the end of that year and how adequate provision may be made for the following year. With the agreement of the Finance Director or Treasurer this shall be put forward to the Board and be subject to its approval.

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- 11.5.4 Any Member Association or Club not paying the subscription due on 1st June or in accordance with a schedule of payments agreed with the Board as in 11.5.3 above shall risk exclusion of their members from the Company's competitions or European or World Master championships.
- 11.5.5 The Company may add an International Competition supplement to the entry fee of the competition organiser, determined by the Board, to help cover the costs of any validation process or other expenses incurred by the BMAF in providing services or enabling members of Member Clubs and Affiliate Members to participate in such competitions.

Dissolution

- 11.6.1 Every Member promises on appointment that, if the Company is dissolved while they are a Member or within 12 months after they cease to be a Member, to contribute such sum (not exceeding £1.00) as may be demanded of them towards the payment of the debts and liabilities of the Company incurred before they cease to be a Member, and of the cost, charges and expenses of winding up, and the adjustment of the rights of the contributors among themselves.
- 11.6.2 Members may at any time resolve that the Company be wound up.
- 11.6.3 In the event of a dissolution of the Company, any assets remaining, after satisfaction of all its debts and liabilities have been paid (or provision made) and assets realised, shall be distributed to some other institution having objects similar to the objects of the Company, namely the promotion of athletics, including running for persons aged 35 and over and which shall prohibit the distribution of its or their income to its Members or Directors, such institutions to be determined by the Members of the Company at or before the time of dissolution.

Directors Indemnity

- 11.7.1 Subject to Article 11.7.3, but without prejudice to any indemnity to which a relevant officer is otherwise entitled : 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:
- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) in relation to the company's (or any associated company's) activities as trustee of an occupational

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pension scheme (as defined in section 235(6) of CA 2006),

including (in each case) 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

- 11.7.2 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 11.7.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 11.7.3 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.
- 11.7.4 In this Article:
- i. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate
 - ii. a relevant officer means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any 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).

Insurance

- 11.8.1 The directors shall take advantage of any free insurance and services provided by its Governing Body and may decide to purchase and maintain additional Directors and Officers Liability or alternative

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insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

- 11.8.2 In this Article a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that 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.

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12. MISCELLANEOUS PROVISIONS

12.1 Communications

- 12.1.1 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 of CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company.
- 12.1.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- a) If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;
 - b) If properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - c) If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and
 - d) 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 12.2, no account shall be taken of any part of a day that is not a working day.
- 12.1.3 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 of CA 2006.
- 12.1.4 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.
- 12.1.5 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 forty-eight hours.

12.2 Company seals

- 12.2.1 Any common seal may only be used by the authority of the Directors.
- 12.2.2 The Directors may decide by what means and in what form any common seal is to be used.
- 12.2.3 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 either at least two authorised persons or at least one authorised person in the presence of a witness who attests the signature.
- 12.2.4 For the purposes of this Article, an authorised person is:
- a. any Director of the Company;
 - b. the Company Secretary (if any); or
 - c. any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

13. BYELAWS, POLICIES AND RULES

13.1 Byelaws

- 13.1.2 The Board shall have the power to determine, publish and enforce such Byelaws as are considered beneficial to managing the affairs of the Company in achieving its Objects.
- 13.1.3 Byelaws, developed by the Directors under this Article, shall be subordinate to and not part of these Articles. Their purpose is to provide further detail or expand on elements of the Articles, set out the internal procedures of the Company or address matters not specifically dealt with in the Articles.
- 13.1.4 Byelaws may be developed and shall become effective when approved by the Board. Amendments to Byelaws shall be effective when approved by the Board.
- 13.1.5 The Byelaws shall include a Code of Conduct for all classes of Member, Directors, Officers and any other person appointed by the Company to carry out duties on its behalf.

13.2 Formal Policies

- 13.2.1 The Board shall have the power to determine, publish and enforce such Formal Policies as are considered appropriate to ensure the Company is organised in good order and conducted with best behaviour by anyone engaged in any aspect of running the affairs of the Company or participating in any activity promoted by the Company.
- 13.2.2 The Board shall have the power to adopt Policies set by athletics governing bodies and as required by UK law. They shall include policies on Masters Athletes, Officials and Volunteers Code of Conduct when taking part in BMAF events, Disciplinary Procedures, Complaints Procedure, Anti-doping, Equality, Diversity and Inclusion, Protection of Privacy and Personal Information, Safeguarding, Health and Safety and Whistle Blowing.
- 13.2.3 Formal Policies, developed by the Directors under this Article, shall be subordinate to and not part of these Articles.

13.3 Rules

- 13.3.1 The Board shall have the power to determine, publish and enforce such Rules for Events and Competition as are considered appropriate for Masters Athletics.
- 13.3.2 Formal Rules, developed by the Directors under this Article, shall be subordinate to and not part of these Articles.

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- 13.3.3 Rules for events developed by the Board shall set out the requirements and standards for the staging of BMAF events and championships, including venue selection, incorporation in third party events, entry and registration, event management, and results systems and publication of results.
- 13.3.4 Formal Rules for events and shall be effective when approved by the Board and endorsed by the Council. Amendments to these Rules shall be effective when approved by the Board and endorsed by the Council
- 13.3.5 The Board shall adopt the latest Rules of Competition of UK Athletics and World Masters Athletics but may modify them as deemed necessary to tailor the requirements to meet any practical limitations that might exist in the UK because of the law, venue and equipment facilities or similar restrictions that might be encountered.
- 13.3.6 Rules of Competition, or amendments thereto, required by either UK Athletics or World Masters Athletics shall become effective when approved by the Board. Any modification shall become effective when approved by the Board and endorsed by the Council.

14. DISCIPLINARY PROCEEDINGS

14.1 Breaches of the Code of Conduct by those running the Company

- 14.1.1 If at any time it appears to the Directors that a breach of the Code of Conduct established by the Byelaws by any class of Member, Director, Officer or any other person appointed by the Company to carry out duties on its behalf may not be in the interests of the BMAF, the Directors shall appoint a Disciplinary Committee to deal with allegations.
- 14.1.2 The Board shall decide the composition and number of members of the Disciplinary Committee according to nature of the Breach and position of the person accused of the breach within the Company. There shall not be less than 3 members and no member of the Disciplinary Committee should be involved in any aspect of the breach or have any relationship with the accused.
- 14.1.3 A person accused of a breach of the Code of Conduct shall not be a member of the Disciplinary Committee considering the case.
- 14.1.4 Where more than one person is accused and the Disciplinary Committee is hearing the charges consecutively during the same meeting of the Disciplinary Committee, none of the accused persons shall be members of the Disciplinary Committee whether cleared of the charges or not.
- 14.1.5 The Board shall have the power to temporarily suspend the accused from engaging in any activity of the Company. If the accused is a Member or Director, they shall also be temporarily suspended from Members' or Board meetings and have no right to a vote at such meetings.

14.2 Breaches of the Code of Conduct or Rules of Competition by athletes, officials or volunteers at competitions organised by the BMAF or other organisations

- 14.2.1 If at any time the conduct of any athlete, official or volunteer occurring in either a BMAF organised competition, or event for which they have been either ratified by the BMAF as being eligible and/or a suitable person, appears not to be in the interests of the BMAF, or breaks the rules of that competition or event, then the disciplinary procedures covering that competition or event shall take precedence over the Disciplinary Proceedings in this Article 14.
- 14.2.2 After the disciplinary procedures and outcome covering that competition or event have been completed, the Board may decide to put into action the procedures in Articles 14.1 to 14.5.

14.3 Disciplinary actions

- 14.3.1 After investigating any breach of conduct in accordance with the procedures in Article 14.1 to 14.7, the Directors may resolve to either:
- i. take no further action or
 - ii. issue a letter of warning in the event of further breaches or
 - iii. request the Members to establish a Members Disciplinary Panel to resolve whether to suspend or terminate the membership of any Member, Director, Officer or appointment of other persons engaged in activities on behalf of the Company subject to the conditions set out in Article 14.10
- 14.3.2 If such a resolution as is mentioned in Article 14.3 iii is passed, the Member, Director, Officer or appointment of other persons engaged in activities on behalf of the Company shall:
- i. be suspended for such period as the resolution shall specify or
 - ii. have their position terminated at that point or at such other date as the resolution shall specify. Such termination is without prejudice to any claim that the Company may have against the Member, Director, Officer or other person engaged in activities on behalf of the Company for matters that arose prior to the termination.
 - iii. A member who is suspended shall remain liable for any payments that might arise in accordance with Article 4.1.
- 14.3.3 The conditions which have to be met in order for the Members Disciplinary Panel to suspend or terminate the membership of a Member, Director, Officer or appointment of other person engaged in activities on behalf of the Company in accordance with Article 14.3.2 iii are:
- i. that at least 14 days before the Members Disciplinary Panel consider the proposal, notice of it has been given in writing to the Member, Director, Officer or other person engaged in activities on behalf of the Company. Such notice must state fairly the allegation being made against the Member, Director, Officer or other person engaged in activities on behalf of the Company such that they know the case that they have to answer and must have included with it copies of all material which exist in tangible form which the Members Disciplinary Panel will be asked to consider in deciding upon the proposal. The Member, Director, Officer or other person engaged in activities on behalf of the Company must be told of

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their right to attend the meeting of the Members Disciplinary Panel which will be considering the proposal;

- ii. the Member, Director, Officer or other person engaged in activities on behalf of the Company concerned shall be given the opportunity of:
 - a. attending the meeting of the Members Disciplinary Panel at which the matter is to be considered
 - b. replying to the allegations
 - c. calling witnesses to support their case
 - d. examining any witnesses called against them and
 - e. making submissions to the Members Panel.

14.3.4 The Members Disciplinary Panel may make either generally or by reference to a particular case such reasonable regulations for the conduct of a hearing in accordance with Article 14.3.3 to secure the disposal of the matter in a manner that is proportionate and secures the just expeditious and fair disposal of the matter. Such regulations shall not deprive the Member or Affiliate of the rights given to him or her or it by Article 14.3.3

14.3.5 Any Member or Affiliate whose membership is suspended or terminated in accordance with Article 14.3.2 may within one month of being notified in writing of such termination and subject to complying with the rules of Sports Resolutions appeal to a single arbitrator appointed in accordance with the rules of Sports Resolutions. The decision of such arbitrator shall be final and binding on the Company and the Member or Affiliate and shall not be subject to appeal to the Court

14.3.6 The Members Disciplinary Panel shall consist of

- i. a Member who is Uninvolved
- ii. A Director who is uninvolved
- iii. a third person who is neither a Member nor a Director and who is also Uninvolved appointed from time to time by the Members who are Uninvolved.

14.3.7 In the event that it is not possible for the Members Disciplinary Panel to resolve a disciplinary matter because it is not possible to find enough Uninvolved people, the matter shall be referred to Sports Resolutions and dealt with in accordance with their rules.