

The Companies Acts 1985 and 2006

Private Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Netball Scotland (the "Company")

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

"Act" means the Companies Act 2006;

"Appointor" has the meaning given in article 17.1;

"Articles" means the Company's articles of association for the time being in force;

"Business Day" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in Scotland are generally open for business;

"Chairperson of the meeting" has the meaning given in article 24.12;

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

"Director" means a director of the Company, and includes any person occupying the position of director, by whatever name called;

"Document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"Electronic form" has the meaning given in section 1168 of the Act;

"Eligible Director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 12, any director whose vote is not to be counted in respect of the particular matter);

"Interested Director" has the meaning given in article 12.1;

“Member” means a member of the Company;

“Model Articles” means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

"Ordinary resolution" has the meaning given in section 282 of the Act;

"Participate" has the meaning, in relation to a directors' meeting, given in article 10.4;

"Proxy notice" has the meaning given in article 27.1;

“Rules” has the meaning given in article 32;

"Special resolution" has the meaning given in section 283 of the Act;

“Sport” means the sport of Netball;

"Subsidiary" has the meaning given in section 1159 of the Act; and

"Writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

2 The Company

- 2.1 The Company’s name shall be Netball Scotland.
- 2.2 The registered office of the Company shall be situated in Scotland.

2.3 The liability of the Members of the Company is limited.

3 Objects

3.1 The objects for which the Company is established are:

- 3.1.1 to generally carry out the functions of the governing body of the Sport in Scotland;
- 3.1.2 to foster, encourage, promote and develop the Sport;
- 3.1.3 to arrange, manage and conduct local, national and international matches, tournaments, competitions, displays and exhibitions of the Sport;
- 3.1.4 ensure the equality of opportunity and fair treatment of all people involved with the Sport, regardless of age, disability, ethnic origin, gender identity, marital or civil partnership status, nationality, pregnancy or maternity, race, religion or belief, political belief, sex, sexual orientation or socio-economic status;
- 3.1.5 to formulate, maintain and enforce national and international standards, discipline and the rules, regulations and bye laws of the Sport including, without limitation, the code of ethics and behaviour for participants of the Sport, disciplinary policy and procedures, health and safety policies, equality and equal opportunity policy, anti-doping policy and programmes, measures for the proper protection and safeguarding of children, young persons and vulnerable adults, anti-discrimination policies and procedures, risk management policies, data protection policies, ethical policies and social media guidelines, together with any other policies and procedures which are relevant to the Sport;
- 3.1.6 to affiliate, assist, co-operate with and support other national and international organisations including, without limitation, other national sports governing bodies and international agencies which have objects approved by the Company whether in Scotland or otherwise;
- 3.1.7 to protect, represent and advance the interests of its Members in dealings with the Scottish Government, local authorities in Scotland, sportscotland and other relevant parties;
- 3.1.8 to control, sanction and where necessary promote television, radio, any social media network or platforms and other forms of media in all their aspects in regard to the Sport in Scotland to permit leagues, tournament committees, clubs and other organisations to arrange for the televising or broadcasting of events taking place under their management or control on such terms as the Company may from time to time determine and to take such steps as may be open to the Company to retain and/or acquire any intellectual property in or relating to the Sport in Scotland which the law may provide;
- 3.1.9 to carry out commercial trading activities ancillary and incidental to the Sport; and
- 3.1.10 generally to advance and safeguard the interests of the Sport in Scotland and those of the Company and to do all such acts and things as may from time to

time be deemed necessary or expedient for or in connection with the Sport in Scotland and the Company.

4 Powers

4.1 In pursuance of the objects set out in article 3, the Company has the power to:

- 4.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 4.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 4.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 4.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 4.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 4.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal objects in any way;
- 4.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 4.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.9 provide and assist in the provision of money, materials or other help;
- 4.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.1.11 incorporate subsidiary companies to carry on any trade;

- 4.1.12 building up and retention of fund reserves; and
- 4.1.13 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 3.
- 4.2 Subject to these Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 4.3 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the directors have done before the passing of the resolution.
- 4.4 Subject to these Articles, the directors may delegate any of the power which are conferred on them under these Articles:
 - 4.4.1 to such person or committee;
 - 4.4.2 by such means (including by power of attorney);
 - 4.4.3 to such an extent;
 - 4.4.4 in relation to such matters or territories; and
 - 4.4.5 on such terms and conditions,as they think fit. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 4.5 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by directors.
- 4.6 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

5 Not for distribution

- 5.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 3.
- 5.2 No dividends, bonus or profit share may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 5.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 5.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;

5.2.3 reasonable and proper rent for premises demised or let by any Member or director; or

5.2.4 reasonable out-of-pocket expenses properly incurred by any director.

6 Winding up

6.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members (unless any such Members each have objects similar to those of the Company and prohibit the distribution of its or their income to an extent at least as great as is imposed on the Company by virtue of this article 6) but shall be transferred to another body (charitable or otherwise):

6.1.1 with objects similar to those of the Company; and

6.1.2 which shall prohibit the distribution of its or their income to its or their members, such body to be determined by the Members at the time of winding-up or dissolution.

7 Guarantee

7.1 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 its being wound up while they are a Member or within one year after they cease to be a Member, for

7.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;

7.1.2 payment of the costs, charges and expenses of the winding up; and

7.1.3 adjustment of the rights of the contributories among themselves.

8 Unanimous decisions

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with this article 8.

8.2 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

8.3 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

8.4 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

8.5 Where there is only one director that director shall take decisions in the form of resolutions in writing.

8.6 If the Company only has one director for the time being and no provision of these Articles requires it to have more than one director, the general rule in article 8.1 does not apply,

and the director may (for so long as they remain the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision-making.

9 Calling a directors' meeting

- 9.1 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.
- 9.2 Notice of a directors' meeting shall be given to each director in writing and must indicate:
- 9.2.1 its proposed date and time;
 - 9.2.2 where it is to take place; and
 - 9.2.3 if it anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.
- 9.4 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 not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10 Quorum for, and participation in, directors' meetings

- 10.1 Subject to article 10.2, the quorum for the transaction of business at a meeting of directors is any four Eligible Directors. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 10.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 10.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 10.3.1 to appoint further directors; or
 - 10.3.2 to call a general meeting so as to enable the Members to appoint further directors.
- 10.4 Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 10.4.1 the meeting has been called and takes place in accordance with these Articles; and

- 10.4.2 they can each communicate to the others any information or opinions they have on any particular items of the business of the meeting.
- 10.5 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 10.6 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.

11 Chairing of directors' meetings and casting vote

- 11.1 Subject to the provisions of this article 11, the Chairperson shall chair the meetings.
- 11.2 If the Chairperson is not participating in a directors' meeting within ten minutes of the time at which it was to start or is unwilling to chair the meeting, the participating directors must appoint one of themselves to chair it.
- 11.3 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairperson or other director chairing the meeting has a casting vote.
- 11.4 Article 11.3 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairperson or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

12 Directors' conflicts of interest

- 12.1 For the purposes of these Articles, references to proposed decisions and decision-making processes include any director's meeting or part of a directors' meeting.
- 12.2 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an “**Interested Director**”) breaching their duty under section 175 of the Act to avoid conflicts of interest.
- 12.3 Any authorisation under this article 12 shall be effective only if:
- 12.3.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 12.3.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 12.3.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):
- 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 12.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 12.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 12.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 12.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 12.3.6 permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 12.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 12.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 12.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 12.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 12.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 12.7.2 shall be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the existing or proposed transaction or arrangement;

- 12.7.3 shall absent themselves from the discussion of matters relating to the existing or proposed transaction or arrangement at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters;
 - 12.7.4 shall not be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 12.7.5 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
 - 12.7.6 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 12.7.7 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.
- 12.8 Subject to article 12.9, 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 Chairperson whose ruling in relation to any director other than the Chairperson is to be final and conclusive.
- 12.9 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

13 Records of decisions to be kept and directors' discretion

- 13.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 13.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a legible, non-transitory and permanent form.
- 13.3 Subject to these Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

14 **Number of directors**

- 14.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors and non-voting co-opted members) shall not be more than twelve and shall not be less than seven.
- 14.2 The Board shall consist of:
- 14.2.1 the Elected Directors, of whom there shall be up to five; and
 - 14.2.2 the Appointed Directors, of whom there shall be up to seven.
- 14.3 It shall be a requirement that the Chief Executive Officer of the Company shall be an Appointed Director for as long as the person performing the role holds the position of Chief Executive Officer.
- 14.4 The Chairperson shall be an Elected Director and may hold office for a maximum term of 2 years, and the Chairperson shall have the option to stand for re-election at the expiry of that 2 year period. For the avoidance of doubt, a Chairperson shall not be eligible for re-election after holding the position for 6 years.
- 14.5 The directors of the Company (other than the Chairperson and the Chief Executive Officer) may hold office for a period of 3 years, but shall have the option to stand for re-election at the expiry of that 3 year period. For the avoidance of doubt, no director of the Company shall be eligible for re-election after holding the position for 6 years.
- 14.6 In the event a Director is appointed as the Chair following a period of service as a Director (Elected or Appointed) that Director may continue to hold office for a maximum term of 12 years on the board inclusive of their term prior to such appointment.
- 14.7 In exceptional circumstances and/or for the purposes of succession planning, a Chair or Director may hold office for a further year subject to a vote at a meeting of directors.
- 14.8 It shall be competent for the board of directors to co-opt a person who is willing to act as a director of the Company to fill a vacancy but such director if co-opted in the capacity of an Elected Director shall hold office only to the next Annual General Meeting of the Company when such director shall be required to stand for re-election.
- 14.9 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- 14.9.1 by ordinary resolution; or
 - 14.9.2 by a decision of the directors.

15 **Termination of director's appointment**

- 15.1 A person ceases to be a director as soon as:
- 15.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 15.1.2 a sequestration order is made against that person;
 - 15.1.3 a composition is made with that person's creditors generally in satisfaction of that

person's debts;

- 15.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than months;
- 15.1.5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; and
- 15.1.6 a majority of the directors of the Company resolve at a meeting of the directors that such person vacate their office as a director of the Company.

16 Directors' remuneration and expenses

- 16.1 Directors may undertake any services for the Company that the directors decide.
- 16.2 Directors are entitled to such remuneration as the directors determine:
 - 16.2.1 for their services to the Company as directors; and
 - 16.2.2 for any other service which they undertake for the Company.
- 16.3 Subject to these Articles, a director's remuneration may:
 - 16.3.1 take any form; and
 - 16.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 16.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 16.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.
- 16.6 The Company may pay any reasonable expenses which the directors and the secretary properly incur in connection with their attendance at:
 - 16.6.1 meetings of directors or committees of directors; or
 - 16.6.2 general meetings,or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

17 Appointment and removal of alternate directors

- 17.1 Any director (other than an alternate director) (the “**Appointor**”) may appoint as an alternate any other director, or any other person approved by resolution and agreement of all the directors, to:

17.1.1 exercise that director's powers; and

17.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor.

17.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

17.3 The notice must:

17.3.1 identify the proposed alternate; and

17.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that they are willing to act as the alternate of the director giving the notice.

18 Rights and responsibilities of alternate directors

18.1 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.

18.2 Except as the Articles specify otherwise, alternate directors:

18.2.1 are deemed for all purposes to be directors;

18.2.2 are liable for their own acts and omissions;

18.2.3 are subject to the same restrictions as their Appointors; and

18.2.4 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 their Appointor is a Member.

18.3 A person who is an alternate director but not a director:

18.3.1 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);

18.3.2 may participate in a unanimous decision of the directors (but only if their Appointor is an Eligible Director in relation to that decision, but does not participate); and

18.3.3 shall not be counted as more than one director for the purposes of articles 18.3.1 and 18.3.2.

18.4 A director who is also an alternate director is entitled, in the absence of their Appointor(s), to a separate vote on behalf of each Appointor, in addition to their own vote on any decision of the directors (provided that an Appointor for whom they exercise a separate

vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

- 18.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if they were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

19 Termination of alternate directorship

- 19.1 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- 19.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 19.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- 19.1.3 on the death of the alternate's Appointor; or
- 19.1.4 when the alternate director's Appointor ceases to be a director for whatever reason.

20 Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

21 Application for membership

- 21.1 No person shall become a Member unless they have completed an application for membership in a form created by the Company and approved by the directors, and the directors have approved that application. A communication shall be sent by or on behalf of the Company to each successful applicant confirming their membership of the Company and the details of each successful applicant shall be entered into the Register of Members. Upon acceptance of an application for membership, Members shall, if requested to do so, provide the name of their nominated representative(s) for voting purposes by notice in writing to the Company and a Member may at any time remove its nominated representative(s) and substitute in their place new nominated representative(s) by notice in writing. Any nominated representative of a Member must be a natural person who is 18 years old or over.
- 21.2 The directors may decline to accept any application for membership and need not give reasons for doing so.
- 21.3 The directors may prescribe criteria for membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.

- 21.4 Membership shall be open to any person or entity who falls into one of the following categories of membership:
- 21.4.1 Club Individual Members – individual members who associate with a Club Member;
 - 21.4.2 Club Members – club membership shall be available to netball clubs who satisfy the criteria set out in the Rules;
 - 21.4.3 Educational Institution Members – educational institution membership shall be available to schools, colleges, universities and any other entity that provides education related services who satisfy the criteria set out in the Rules;
 - 21.4.4 Non Club Individual Members – individual membership shall be available to persons who are not members of the Club or Educational Institution membership category who are over the age of 18 and are active participants in the sport;
 - 21.4.5 Life Members – the board of directors may at their discretion from time to time offer membership for life in return for a single payment in lieu of annual subscriptions;
 - 21.4.6 Non Active Individual Members – membership shall be available to persons who do not fall into the categories of Club Individual Members, Club Members, Educational Institution Members, Non Club Individual Members, Life Members or Local Association Members and are not active in the Sport;
 - 21.4.7 Patrons – the Company in general meeting may appoint a patron of the Company who shall hold office as may be determined by the Company in general meeting;
or
 - 21.4.8 Local Association Members – membership shall be available to local associations who are endorsed by and/or, with agreement, enter into partnership with the Company.
- 21.5 All Members must pay to the Company an annual membership fee.
- 21.6 If the proposed percentage increase in the annual membership fee is equal to or less than the percentage increase in the United Kingdom Retail Price Index for the year ending three months prior to the date of the relevant Annual General Meeting (save where such increase is 5% or above, in which case the provision of article 21.7 apply), such increase shall be automatically applied by the Company if the proposed percentage increase the level of the annual membership fee is approved by a majority of the directors of the Company.
- 21.7 If the proposed percentage increase in the annual membership fee is (i) greater than the percentage increase in the United Kingdom Retail Price Index for the year ending three months prior to the date of the relevant Annual General Meeting; or (ii) 5% (whichever is lower), such increase shall require to be approved by the Members holding voting rights at the relevant Annual General Meeting.
- 21.8 In being admitted as a Member of the Company, each Member agrees that the Member and all the individual members of the Member shall be deemed to be and be in fact bound by the Act and the Rules. All Members shall be required to cooperate in the enforcement of the Rules and to adhere to the Rules and further to require individuals in their

membership to adhere to the Rules and to obtain the consent of their individual members to this jurisdiction. For the avoidance of doubt, any club or persons affiliated to a Member of the Company which or who is not a Member shall be recognised as being indirectly affiliated to the Company and will thus be deemed to accept the Rules.

22 Termination of membership

- 22.1 Membership is not transferable and shall cease on any Member ceasing to be a Member for whatever reason.
- 22.2 Membership shall cease upon death, resignation, expulsion or failing to pay the subscription fee by 31 August in each year, in the case of a Member which is a natural person.
- 22.3 Membership shall cease upon expulsion, resignation, that Member passes a resolution for its own winding up, administration, liquidation or other insolvency event, or if that Member fails to pay the subscription fee by 31 August in each year, in the case of a member which is a club, school or organisation.
- 22.4 A Member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing, but shall not be entitled to any refund of the subscription fee paid by that Member.

23 Expulsion and misconduct of member

- 23.1 The directors may terminate the membership of any member without their consent by giving them written notice if, in the reasonable opinion of the directors:
 - 23.1.1 they are guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
 - 23.1.2 they have acted or have threatened to act in a manner which is contrary to the interests of the Company as a whole; or
 - 23.1.3 they have failed to observe the terms of these Articles and the Rules.

Following such termination, the Member shall be removed from the Register of Members.

- 23.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a Member.
- 23.3 A Member whose membership is terminated under this article 23 shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any subscription or other sum owed by them.
- 23.4 For the avoidance of doubt, the board of directors shall have the power to prohibit any act or practice by organisations or individuals participating in the Sport under the jurisdiction of the company which in the opinion of the board of directors is or was detrimental to the interests of the Sport and the board of directors shall have the power to inflict penalties

whether by way of fines, suspension, expulsion or otherwise for any misconduct (as defined in the Rules) and in particular shall have powers to delegate to a disciplinary committee and appeals panel the powers of the board of directors to deal with discipline in terms of this article 23.4.

24 General Meetings

- 24.1 The Company shall hold a general meeting in every calendar year as its Annual General Meeting on a Saturday between 1 June and 30 September or otherwise as may have been decided at the previous Annual General Meeting.
- 24.2 All general meetings other than the Annual General Meeting shall be called general meetings.
- 24.3 All Members shall be entitled to receive notice of, attend and speak at all general meetings of the Company and the Annual General Meeting. Not less than 28 clear days' notice in writing shall be given to the Members in respect of all general meetings of the Company and the Annual General Meeting.
- 24.4 Twenty Members shall be a quorum for a general meeting. No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 24.5 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairperson of the meeting must adjourn it.
- 24.6 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
 - 24.6.1 the meeting consents to an adjournment; or
 - 24.6.2 it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 24.7 The chairperson of the meeting must adjourn a general meeting if directed to do so by ordinary resolution.
- 24.8 When adjourning a general meeting, the chairperson of the meeting must:
 - 24.8.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - 24.8.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 24.9 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- 24.9.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 24.9.2 containing the same information which such notice is required to contain.
- 24.10 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 24.11 Directors may attend and speak at general meetings, whether or not they are Members. The chairperson of the meeting may permit other persons who are not Members to attend and speak at a general meeting.
- 24.12 The Chairperson of the board of directors shall chair general meetings and the Annual General Meeting. If the Chairperson of the board of directors is not present within 10 minutes of the time at which a general meeting or the Annual General Meeting (as the case may be) was due to start, the board of directors shall appoint one of their number to chair the general meeting or the Annual General Meeting (as the case may be) and the appointment of the chairperson of the meeting must be the first business of the meeting. The person chairing a meeting in accordance with this article is referred to as the **"chairperson of the meeting"**.
- 24.13 The business of the Annual General Meeting shall include, without limitation:
 - 24.13.1 a roll call and appointment of tellers;
 - 24.13.2 the approval of the minutes of the previous Annual General Meeting and of any subsequent general meetings of the Company;
 - 24.13.3 consideration of reports as the board of directors may consider appropriate to bring before the Annual General Meeting for approval or information;
 - 24.13.4 any alterations to the Articles;
 - 24.13.5 the approval of the Company's annual accounts;
 - 24.13.6 the fixing of annual membership fees, affiliation fees, registration fees and any levies proposed by the board of directors;
 - 24.13.7 the election of the Chairperson of the board of directors;
 - 24.13.8 the election of the other directors;
 - 24.13.9 the election of the Company's accountants / auditors;
 - 24.13.10 any alterations to the Rules; and
 - 24.13.11 any other competent business.
- 24.14 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

- 24.15 A person is able to exercise the right to vote at a general meeting when:
- 24.15.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 24.15.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 24.16 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 24.17 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 24.18 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 24.19 For the avoidance of doubt, all provisions of these Articles which refer to a general meeting of the Company shall also apply to the Annual General Meeting.

25 Votes of Members

- 25.1 A resolution put to the vote of a general meeting or the Annual General Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.
- 25.2 The Members shall be entitled to vote on business at general meetings of the Company or the Annual General Meeting as follows:
- 25.2.1 Club Members with more than 15 Club Individual Members shall have two votes each;
 - 25.2.2 Club Members with 15 or less Club Individual Members shall have one vote each;
 - 25.2.3 Educational Institution Members will have one vote each;
 - 25.2.4 Non Club Individual Members shall have one vote each; and
 - 25.2.5 Club Individual Members, Life Members, Non Active Individual Members, Local Association Members, Patrons, and members falling under the age of 16 shall have no voting rights.
- 25.3 Except where such person is appointed as a proxy on behalf of another Member, each person present at a general meeting of the Company or the Annual General Meeting may only exercise a vote in one capacity and may not represent more than one Club Member or Corporate Member.

- 25.4 Notwithstanding the terms of this article 25, the voting rights of a Member shall be suspended at any general meeting of the Company, the Annual General Meeting or at a separate meeting of a class of members of the Company unless all monies payable by that Member to the Company have been paid.
- 25.5 In the event of an equality of votes, the Chairperson of the general meeting or the Annual General Meeting shall have a casting vote.
- 25.6 No objection may be raised to the qualification of any person voting at a general meeting of the Company or the Annual General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairperson of the meeting whose decision is final.

26 Poll votes

- 26.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 26.2 A poll on a resolution may be demanded:
- 26.2.1 in advance of the general meeting where it is to be put to the vote; or
 - 26.2.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 26.3 A demand for a poll may be withdrawn if:
- 26.3.1 the poll has not yet been taken; and
 - 26.3.2 the chairperson of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

- 26.4 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

27 Proxies

- 27.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
- 27.1.1 states the name and address of the Member appointing the proxy;
 - 27.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 27.1.3 is signed by or on behalf of the Member, or is authenticated in such manner as the directors may determine; and

- 27.1.4 is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,
- and a proxy notice which is not delivered in such manner shall be invalid.
- 27.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 27.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 27.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 27.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 27.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 27.5 A person who is entitled, 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.
- 27.6 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.
- 27.7 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.
- 27.8 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.

28 Amendments to resolutions

- 28.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 28.1.1 a 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
- 28.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

- 28.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 28.2.1 the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 28.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 28.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

29 Means of communication to be used

- 29.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 29.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 29.2.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
 - 29.2.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 29.2.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 29.2.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

- 29.3 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.
- 29.4 Subject to these 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.
- 29.5 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 48 hours.

30 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution to 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.

31 Provision for employees on cessation of business

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

32 Rules

The directors may establish rules and bye-laws governing matters relating to Company administration and the Sport that are required from time to time for the effective operation of the Company (the “**Rules**”) (for example, the provisions relating to classes of members, membership fees and subscriptions and the admission criteria for members), including, without limitation, the rules of the Sport promulgated by the International Federation of Netball. If there is a conflict between the terms of these Articles and the Rules, the terms of these Articles shall prevail.

33 Indemnity and insurance

33.1 Subject to article 33.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

33.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer in the actual or purported execution and/or discharge of their duties, or in relation to them including any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their 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

33.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 33.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

33.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

33.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

- 33.4 In this article:
- 33.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 33.4.2 a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and
 - 33.4.3 a “**relevant officer**” means any director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor.