

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**WELSH AMATEUR ROWING ASSOCIATION LIMITED (the
"Company")**

(Adopted by special resolution passed on 24th October 2013)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

AGM: means the general meeting of the Company held in October of each year;

Appointor: has the meaning given in article 23(1);

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

Board: the board of directors of the Company from time to time;

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

Chairperson: means the person appointed from time to time as the chairperson of the Company in accordance with article 19;

Committees: means the various sub-committees established by the Board;

Committee Member: means a member of a Committee, appointed in accordance with article 9;

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;

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 16, any director whose vote is not to be counted in respect of the particular matter);

Member Club: means a member of the Company;

Nominated Representative: means an individual nominated by a Member Club with voting rights to attend, speak and vote on behalf of that Member Club at general meetings of the Company; and

Rules: shall mean any rules implemented by the Board or the Member Clubs in respect of the Company, including but not limited to the rules provided for in Article 43.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and 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:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. OBJECTS

The objects for which the Company is established are:-

- 2.1 to act as the governing body for rowing in all its forms in Wales;
- 2.2 to foster, encourage, assist and develop rowing in Wales and amongst the people of Wales;
- 2.3 to maintain and raise the standard of rowing in Wales and promote Welsh rowing at an international level;
- 2.4 to formulate, issue and enforce in respect of rowing in Wales:-
- (a) codes of ethics and conduct;
 - (b) disciplinary procedures;
 - (c) measures for the proper protection of children and young persons;
 - (d) anti-discriminatory procedures; and
 - (e) any other rules and regulations which are deemed appropriate by the directors of the Company from time to time

and to ensure that all of the above are properly promoted to and observed by the Member Clubs of the Company and participants of rowing in Wales; and

- 2.5 to do all other things necessary or desirable for the promotion of the interests of rowing in Wales and amongst the people of Wales.

3. NOT FOR DISTRIBUTION

- 3.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in Article 2.
- 3.2 No dividends or bonus 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:
- (a) (in accordance with the Articles) reasonable and proper remuneration to any Member Club, officer or servant of the Company for any services rendered to the Company;

- (b) any interest on money lent by any Member Club or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member Club or director; or
- (d) reasonable out-of-pocket expenses properly incurred by any director.

4. WINDING UP

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Member Clubs shall not be paid or distributed to such Member Clubs but shall be transferred to another body (charitable or otherwise):

- (a) with objects similar to those of the Company; and
- (b) which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the Members Clubs at the time of winding-up or dissolution.

5. GUARANTEE

The liability of each Member Club is limited to £1, being the amount that each Member Club undertakes to contribute to the assets of the Company in the event of its being wound up whilst a Member Club or within one year after ceasing to be a Member Club, for

- (a) payment of the Company's debts and liabilities contracted before ceasing to be a Member Club,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

DIRECTORS

6. DIRECTORS' GENERAL AUTHORITY

Subject to the 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.

7. MEMBER CLUBS' RESERVE POWER

- 7.1 The Member Clubs may, by special resolution, direct the directors to take, or refrain from taking, specified action.

7.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

8. DIRECTORS MAY DELEGATE

8.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:-

- (a) to such person or Committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

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

8.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

9. COMMITTEES

9.1 The Board may establish the Committees. The 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.

9.2 The Board 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.

9.3 Any individual may be appointed as a Committee Member.

9.4 The directors shall appoint any individual as a Committee Member in accordance with the terms of reference of the relevant Committee. The Committee Members shall be appointed for a term of three years from the date of appointment ("the Committee Term"). The Committee Members may serve for a maximum of two Committee Terms unless otherwise agreed by the Board.

10. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

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

11. UNANIMOUS DECISIONS

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

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

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

12. CALLING A DIRECTORS' MEETING

12.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

12.2 Notice of any directors' meeting must indicate:-

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

12.3 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.

12.4 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.

13. PARTICIPATION IN DIRECTORS' MEETINGS

13.1 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.

13.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

13.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14. QUORUM FOR DIRECTORS' MEETINGS

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

14.2 Subject to article 14.3, the quorum for the transaction of business at a meeting of directors shall be three Eligible Directors and such quorum shall include one Eligible Director that is drawn from within the rowing community in Wales, and one Eligible Director that is drawn from outside the rowing community in Wales.

14.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 16 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in article 16.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

14.4 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 to appoint further directors in accordance with article 19.5.

14.5 Each meeting of directors shall be chaired by the Chairperson or in the Chairperson's absence, another Eligible Director present at the meeting, as determined by the Eligible Directors in attendance.

15. CASTING VOTE

- 15.1 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.
- 15.2 Article 15.1 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).

16. DIRECTORS' CONFLICTS OF INTEREST

- 16.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 16.2 Any authorisation under this article 16 shall be effective only if:
- (a) 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;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 16.3 Any authorisation of a Conflict under this article 16 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 16.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 16.5 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.
- 16.6 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 he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 16.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) 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;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) 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;
- (e) 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
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

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

16.9 Subject to article 16.10, 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.

16.10 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.

17. RECORDS OF DECISIONS TO BE KEPT

- 17.1 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
- 17.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

18. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 18.1 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.

19. METHODS OF APPOINTING DIRECTORS

- 19.1 Subject to the provisions of these Articles, 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.
- 19.2 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be less than five and shall not be more than ten unless amended by way of ordinary resolution.
- 19.3 The Board shall consist of but shall not be limited to the following:
- (a) Chairperson who shall be nominated by the Board following the procedure set out in articles 19.9 to 19.10;
 - (b) a maximum of nine skills based directors nominated by the Board, or, in the event that the Board is not quorate, the Member Clubs, following the completion of the process in article 19.9 and appointed by the Member Clubs at the AGM in accordance with the Articles.
- 19.4 The directors shall delegate such roles and responsibilities to the directors as they see fit from time to time.
- 19.5 Subject to article 19.2, the directors may appoint a person who is willing to act as a director in order to fill a vacancy, and such person shall resign from office at the next AGM following their appointment. For the avoidance of doubt, such person shall be eligible for nomination as a director and in the event that such person is appointed as a director their Term shall commence from the date of the AGM.

- 19.6 The directors shall be elected at the AGM for a term of three years (“Term”). At every AGM one third of the directors or, if one third is not a whole number, the lowest number nearest to one third, shall retire from office. Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were least reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. If there is only one director who is subject to retirement by rotation, he shall not retire.
- 19.7 Nothing shall preclude a director from being elected for a second Term following the expiry of an initial Term in office, provided that such director shall not be elected for more than two consecutive Terms.
- 19.8 The Board shall implement an objective recruitment process in order to identify suitable candidates to be appointed as directors of the Company. The aim will be to draw at least 50% of such candidates from the rowing community in Wales and the remaining candidates from outside of the rowing community in Wales to encourage an objective, balanced and skilled Board. In the event that less than 50% of the directors at any time are drawn from the rowing community in Wales, priority shall be given at the next available AGM to the appointment of directors from the rowing community in Wales.
- 19.9 A recruitment panel may be established by the existing Board prior to each AGM in order to identify candidates for the role of director. A previously established recruitment panel may, at the discretion of the Board, remain constituted and effective for more than one AGM. Positions on the recruitment panel shall, where possible, be offered to at least one existing director, one senior employee of the Company and two Nominated Representatives. The final composition and the term of office of each recruitment panel shall be at the discretion of the Board. The recruitment panel shall determine the Board positions which may become available at the next AGM as a result of the process at article 19.6 being carried out or as otherwise may be indicated by any member of the Board. Each Board position shall be advertised and a short-listing and interview process will be conducted.
- 19.10 Notwithstanding the provisions of article 19.9, the Board may determine that a differently constituted recruitment panel be established to recruit candidates for the position of Chair. The Board shall, at its discretion, identify the procedure for the appointment of the Chair from time to time.
- 19.11 Not less than 7 clear days before the date of the AGM a notice shall be given to each Member Club setting out the name and curriculum vitae of those

candidates who are nominated by the Board for appointment or reappointment as a director at the AGM.

- 19.12 Details of all nominations for directors shall be circulated to all Member Clubs at least 7 days prior to the date of the AGM.
- 19.13 At the AGM, the Company shall put the nominations relating to each specific candidate to a vote by the Member Clubs, which shall be conducted by secret ballot if there is more than one candidate nominated for election. The Board may make such rules for the procedure for such election as it sees fit from time to time, subject to the provisions of these Articles. Where there are equal votes for and against the election of any candidate, the ballot forms shall be recounted. In the event that the number of votes cast in the secret ballot following the recounting process remains equal, lots shall be drawn in a manner to be determined by the Chairperson.
- 19.14 A director cannot be a Nominated Representative and in the event that a Nominated Representative shall be appointed as a director he/she shall cease to be a Nominated Representative and the applicable Member Club shall nominate a new Nominated Representative.

20. TERMINATION OF DIRECTOR'S APPOINTMENT

- 20.1 A person ceases to be a director as soon as:-
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) 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;
 - (e) 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;
 - (f) the director is absent from meetings of the Board for six consecutive months without the permission of the remaining directors, and an alternate director does not attending his/her place, and the Board resolve that his/her office should be vacated;

- (g) the director (if he/she has been employed as an executive director) ceases for whatever reason to be an employee of the Company; and/or
- (h) the director is appointed as a Nominated Representative by a Member Club.

21. REMUNERATION OF DIRECTORS

21.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:-

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company and subject to the production of valid proof that such expenses have been incurred.

21.2 Except for any director employed as an executive director, the director shall not be entitled to any other remuneration or fee in connection with their office or the performance of their duties as directors.

22. DIRECTORS' APPOINTMENTS AND INTERESTS

22.1 Subject to the provisions of the Act and the Articles, the Board may appoint one or more of the directors to any executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director.

22.2 Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his/her services as they think fit.

22.3 Any appointment of a director to an executive office shall terminate if he ceases to be a director, but without prejudice to any claim to damages for breach of the contract of service between the director and Company or any other statutory provision.

23. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

23.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

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

23.2 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.

23.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

24. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

24.1 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.

24.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) 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 Committee Member.

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

- (a) 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);
- (b) may participate in an unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of articles 14.3(a) and (b).

24.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises 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.

24.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he 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.

25. TERMINATION OF ALTERNATE DIRECTORSHIP

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

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) 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;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate director's Appointor ceases to be a director for whatever reason.

26. APPLICATION FOR MEMBERSHIP

26.1 Subject to article 26.2, only rowing clubs and/or centres within Wales may be admitted as Member Clubs of the Company. The Board shall have the absolute discretion to determine whether an organisation constitutes a rowing club and/or centre for the purposes of this article.

- 26.2 The following organisations may also, at the absolute discretion of the Board, be admitted as Member Clubs of the Company:-
- (a) British Rowing Limited, a company incorporated in England and Wales under company number 01706271;
 - (b) the Welsh Sea Rowing Association; and
 - (c) such other rowing club/centre which is considered by the Board, in its absolute discretion, to form part of the rowing community in Wales, albeit that such rowing club/centre may fall outside the geographical borders of Wales.
- 26.3 No rowing club and/or centre shall become a Member Club unless it has completed an application for membership in a form approved by the directors from time to time. A membership pack shall be sent to each successful Member Club which shall include a letter confirming their membership of the Company and a copy of these articles and any other relevant documentation as determined by the Board. Details of each successful applicant shall be entered into the register of members of the Company by the Company Secretary or such other person as the directors may appoint.
- 26.4 The Board may admit an applicant as a Member Club provided that such applicant is a rowing club and/or centre in Wales and recognised by the Board from time to time as affiliated to the Company.
- 26.5 The directors may decline to accept any application for membership.
- 26.6 The directors may prescribe criteria for membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Member Clubs.
- 26.7 All Member Clubs must pay to the Company the appropriate affiliation fees to be decided by the directors or a Committee from time to time.
- 26.8 All Member Clubs must, upon becoming a Member Club, notify the Company in writing of its Nominated Representative. The identity of the Nominated Representative shall be determined at the discretion of the relevant Member Club, but the Company recommends that the Nominated Representative be an individual who is actively involved in the committees or governance structure of the Member Club. The Nominated Representative shall be the point of contact and conduit for information passing between the Member Club and the Company. Each Member Club may change its Nominated Representative by giving written notice of the new Nominated Representative from time to time. Each Member Club may have only one Nominated Representative and no person other than the Nominated Representative may vote at any general meeting unless otherwise agreed by the Board.

26.9 The directors may establish different classes of Member Clubs and set out their respective rights and obligations.

27. TERMINATION OF MEMBERSHIP

27.1 Membership is not transferable.

27.2 A Member Club may withdraw from membership of the Company by giving 7 days' notice to the Company in writing.

27.3 A Member Club's membership automatically terminates with immediate effect and without any requirement upon the Company to give notice when that Member Club ceases to exist or is dissolved.

28. EXPULSION OF MEMBER

28.1 The directors may terminate the membership of any Member Club without its consent by giving it written notice if, in the reasonable opinion of the directors:

- (a) the Member Club and/or its Nominated Representative is 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 Member Clubs, Nominated Representatives and directors into disrepute; or
- (b) the Member Club and/or its Nominated Representative has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- (c) the Member Club and/or its Nominated Representative has failed to observe the terms of these Articles and the Rules.

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

28.2 The notice to the Member Club must give the Member Club the opportunity to be heard in writing or in person as to why its membership should not be terminated. The directors must consider any representations made by the Member Club and inform the Member Club 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 Club.

28.3 A Member Club whose membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any outstanding subscription or other sum owed by it as at the date of termination.

29. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 29.1 Subject to any decision of the Board, the Company shall hold the AGM in October of each year at such time and place as the directors shall determine. In the event that the Company does not hold its AGM in October of each year, it shall be held on such date and at such time and place as the directors shall determine, save always that no less than 9 calendar months and no more than 15 calendar months shall pass between each AGM.
- 29.2 The directors may whenever they think fit, convene a general meeting, and general meetings shall also be convened in accordance with the Act.
- 29.3 A person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person or the Member Club has on the business of the meeting.
- 29.4 A person is able to exercise the right to vote on behalf of a Member Club at a general meeting when:-
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) 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.
- 29.5 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.

30. NOTICE OF GENERAL MEETINGS

- 30.1 At least 28 clear days' notice in writing shall be given for the AGM. Subject to the Act, at least 21 clear days' notice in writing shall be given for a general meeting for the passing of a special resolution and at least 14 clear days' notice shall be given in writing or by electronic means for all other general meetings. For the purposes of these articles "clear days" means that the day of sending and the day of receipt shall not be counted.
- 30.2 Notice of the AGM or a general meeting shall specify the place, day and time of the meeting and, in the case of a general meeting or special business, the general nature of that business shall also be given in the notice.
- 30.3 Notice shall be given to all Member Clubs entitled to appoint a Nominated Representative to attend and vote at the meeting. The accidental omission to

give notice of a meeting to, or the non-receipt of notice of a meeting by, a Member Club shall not invalidate the proceedings at that meeting.

31. QUORUM FOR GENERAL MEETINGS

No business is to be transacted at a general meeting if the Member Clubs attending it do not constitute a quorum, which shall be at least one third of the Member Clubs from time to time. Where one third of the Member Clubs is not a whole number, the quorum required shall be rounded down to the next whole number. By way of example, if there is a total of eight Member Clubs, one third of which equates to 2.67, the total quorum required shall be two Member Clubs.

32. CHAIRING OF GENERAL MEETINGS

32.1 The Chairperson shall chair general meetings if present and willing to do so.

32.2 If the Chairperson is not present, or if the Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:-

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

must appoint a director to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

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

33. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBER CLUBS

33.1 Directors may attend and speak at general meetings.

33.2 The Chairperson or chair of the meeting may permit other persons who are not Nominated Representatives of the Member Clubs to attend and speak at a general meeting. By way of example, such persons may be duly admitted members of Member Clubs or other rowing clubs in Wales.

34. ADJOURNMENT

34.1 If the Member Clubs 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 or chair of the meeting must adjourn it.

- 34.2 The Chairperson or chair of the meeting may adjourn a general meeting at which a quorum is present if:-
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the Chairperson or chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly and/or appropriate manner.
- 34.3 The Chairperson or chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 34.4 When adjourning a general meeting, the Chairperson or chair of the meeting must:-
- (a) 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
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 34.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-
- (a) to the Member Clubs; and
 - (b) containing the same information which such notice is required to contain.
- 34.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

DECISION MAKING BY MEMBER CLUBS

35. VOTES OF MEMBER CLUBS

- 35.1 Subject to the Act, at any general meeting every Member Club who is present via their Nominated Representative (or by proxy) shall on a show of hands have one vote and every Member Club present via their Nominated Representative (or by proxy) shall on a poll have one vote.

- 35.2 Methods of voting will be clearly indicated in notices of meetings, usually the following methods will be used:-
- (a) by Nominated Representatives present; or
 - (b) by proxy vote.
- 35.3 Subject to article 19.13, a resolution of the Member Clubs put to the vote of the Annual General Meeting or a General Meeting must be decided on a show of hands unless a poll is demanded in accordance with the Articles.
- 35.4 For the avoidance of doubt (and subject to article 37.7) no person other than a Nominated Representative shall have the right to a vote at a general meeting unless that person is holding a proxy.
- 35.5 If a Nominated Representative shall be unable to attend a general meeting then the Member Club which has appointed him/her to be its Nominated Representative may by prior notice in writing to the Company appoint a temporary alternative representative to attend that general meeting in place of such Nominated Representative or it may grant a proxy in writing either to the chair of the meeting or other Director, or another Nominated Representative of the same Member Club. Such temporary alternative representative shall have the same right to attend, speak and vote at such meeting as the Nominated Representative whose place he/she has been appointed to take.
- 35.6 If a Member Club is entitled to more votes than the number of Nominated Representatives it has appointed, the Member Club may grant a proxy in writing either to the chair of the meeting or other director or its appointed Nominated Representative(s) in order to exercise such additional votes.
- 35.7 If the numbers of votes for and against a proposal are equal, the Chairperson or chair of the general meeting shall have a casting vote.

36. ERRORS AND DISPUTES

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

37. POLL VOTES

37.1 A poll may be demanded:-

- (a) in advance of any general meeting; or
- (b) at the 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.

37.2 A poll may be demanded by:-

- (a) the Chairperson or chair of the meeting;
- (b) the directors; or
- (c) two or more Nominated Representatives, each representing a different Member Club, present and entitled to vote at the meeting.

37.3 A demand for a poll may be withdrawn if:-

- (a) the poll has not yet been taken; and
- (b) the Chairperson or chair 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.

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

38. PROXIES

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

- (a) where the appointment is made due to the inability of any Nominated Representative to vote at a meeting:-
 - (i) states the name and address of the Member Club and Nominated Representative appointing the proxy;
 - (ii) identifies the person appointed to be that Member Club/Nominated Representative's proxy and the general meeting in relation to which that person is appointed;
 - (iii) is signed by the Nominated Representative on behalf of the Member Club appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (iv) is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is

to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

- (b) where the appointment is made due to a Member Club being entitled to more votes than the number of Nominated Representatives it has appointed:-
- (i) states the name and address of the Member Club appointing the proxy;
 - (ii) identifies the person appointed to be that Member Club's proxy and the general meeting in relation to which that person is appointed;
 - (iii) identifies how many votes the person to be appointed as the Member Club's proxy is entitled to exercise;
 - (iv) is signed on behalf of the Member Club appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (v) is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

- 38.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 38.3 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.
- 38.4 Unless a proxy notice indicates otherwise, it must be treated as:-
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 38.5 A Nominated Representative 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 Member Club, save that this article shall not take effect to give the Member Club more votes than those to which it is entitled.

38.6 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given on behalf of the Member Club by whom or on whose behalf the proxy notice was given.

38.7 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.

38.8 A proxy notice must be accompanied by written evidence of the authority of the person who executed it to execute it on that Member Club's behalf.

39. AMENDMENTS TO RESOLUTIONS

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

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

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

- (a) the Chairperson or chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

ADMINISTRATIVE ARRANGEMENTS

40. MEANS OF COMMUNICATION TO BE USED

- 40.1 Anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 40.2 Any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 40.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 40.4 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, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (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, one hour 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, no account shall be taken of any part of a day that is not a Business Day.

40.5 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.

41. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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 Club.

42. 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.

43. RULES

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members Clubs, membership fees and subscriptions and the admission criteria for Member Clubs). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

44. INDEMNITY AND INSURANCE

44.1 Subject to article 44.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

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

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him/her in connection with any proceedings or application referred to in article 44(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

44.3 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.

44.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant 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
- (c) a "relevant officer" means any 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 the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).