



# English Federation of Disability Sport (Trading as Activity Alliance)

The Companies Act 2006

Company Limited by Guarantee and not having a share capital

<b>Articles of Association of English Federation of Disability Sport (trading as Activity Alliance) .....</b>	<b>3</b>
Interpretation.....	3
Name and Registered Office .....	6
Objects.....	6
Powers .....	7
Income and Property .....	9
Liability of Members .....	10
Dissolution .....	10
Members .....	11
Termination of Membership .....	12
The Council of Members .....	13
General Meetings of the Council of Members.....	13
Notice of General Meetings.....	15
Proceedings at General Meetings .....	15
Votes of Members .....	17
Appointment of Proxies .....	17
Written Resolutions of Full Members.....	18
Members’ Reserve Powers.....	19
Members Acting by Authorised Representatives at Meetings.....	19
Board of Trustees .....	19
Chair .....	20
Appointed Trustees .....	20
Member Nominated Trustees.....	21
Terms of Office.....	21
Casual Vacancies .....	22
Honorary Officers.....	22
Powers and Duties of the Board of Trustees .....	22
Appointment of Trustees.....	23
Disqualification/ Suspension of Trustees .....	23
Proceedings of the Board of Trustees.....	24
Trustees’ Conflicts of Interest .....	26
Secretary .....	28
The Seal.....	28
Records and Accounts .....	28
Communications with Members .....	29

# Articles of Association of English Federation of Disability Sport (trading as Activity Alliance)

## Interpretation

1. In these Articles:

**Acts** means the Companies Act and the Charities Act;

**AGM** has the meaning given in Article 31;

**Appointed Trustee** means a Trustee appointed by the Board of Trustees in accordance with Article 72;

**Articles** means these articles of association;

**Associate Member** means an organisation admitted as an associate member of the Company in accordance with Article 11 and any applicable Organisational Standing Orders which, under these Articles, is entitled to receive notice of and attend (by up to two Authorised Representatives) but not vote at General Meetings and which has (by a single Authorised Representative) signed the Company's register of Members;

**Authorised Representative** means an individual who is duly authorised by a Member to act on its behalf at General Meetings;

**Chair** means the chair of the Board of Trustees as appointed by the Trustees in accordance with Article 68;

**Charities Act** means the Charities Act 2011;

**Charity Trustee** has the meaning prescribed by section 177 of the Charities Act;

**Clear Days** means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;

**Conflict** has the meaning given in Article 102;

**Companies Act** means the Companies Act 2006;

**Commission** means the Charity Commission for England and Wales;

**Company** means the English Federation Of Disability Sport, a company limited by guarantee with registered company number 03627630 and registered charity number 1075180;

**Council of Members** has the meaning given in Article 29;

**Full Member** means an organisation admitted as a full member of the Company in accordance with Article 11 and any applicable Organisational Standing Orders which, under these Articles, is entitled to receive notice of and attend (by up to two Authorised Representatives) General Meetings and vote (by its Voting Representative) at General Meetings and which has (by its Voting Representative) signed the Company's register of Members;

**General Meetings** means an AGM or other general meeting of the Company;

**Meetings** means individuals coming together either in one location, remotely via internet access or a hybrid of the two. All individuals will count as present irrespective of mode of attendance;

**Member** means a Full Member or an Associate Member;

**Membership** means a Members' membership of the Company;

**Member Nominated Trustee** means a Trustee elected by the Full Members in accordance with Article 75;

**NDSOs** has the meaning given in Article 5;

**NGBs** has the meaning given in Article 5;

**Objects** means the objects of the Company set out in Article 4;

**Ordinary Resolution** has the meaning given in Section 282 of the Companies Act;

**Organisational Standing Orders** means the organisational standing orders which support these Articles and which may be made, varied or revoked from time to time by the Board of Trustees;

**Interested Trustee** has the meaning given in Article 102;

**Registered Office** means the registered office of the Company;

**Seal** means the common seal of the Company;

**Secretary** means any person appointed to perform the duties of the secretary of the Company;

**Senior Appointed Trustee** means the Appointed Trustee appointed by the Trustees from time to time as the Senior Appointed Trustee in accordance with Article 74;

**Special Resolution** has the meaning given in Section 283 of the Companies Act;

**Trustee** means a director and charity trustee of the Company and **Trustees or Board of Trustees** means all of the directors and charity trustees;

**United Kingdom** means Great Britain and Northern Ireland;

**Voting Representative** has the meaning given in Article 16;

Expressions referring to writing shall, unless the contrary intention appears, be construed as references to a legible document on paper or a document that can be printed onto paper including a fax message or electronic mail.

Words importing gender shall mean and include any other gender and words importing persons shall include corporations and natural persons.

Words importing the singular only shall where applicable include the plural. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act.

Headings and marginal notes are inserted for convenience and do not affect the construction of these Articles.

References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

For the purposes of Section 20 of the Companies Act, the relevant model Articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

## Name and Registered Office

2. The name of the Company is English Federation of Disability Sport (trading as Activity Alliance).
3. The Registered Office of the Company is to be in England.

## Objects

4. The Company's Objects are to improve and sustain the provision of sport, physical activity and recreation opportunities for disabled people in England.
5. In furtherance of the Objects, the following activities will be promoted and progressed:
  - 5.1 being the recognised national voice in England for disabled people and actively campaigning for inclusion and equality in sporting opportunities and physical recreation;
  - 5.2 leading the discussion and progression of the developments in sport for disabled people. Initiating and informing the debate on how best to communicate, influencing opinion formers, key policy and decision makers at national, regional and local levels;
  - 5.3 providing expert advice, guidance and support mechanisms to local and national organisations on all matters of sport for disabled people, thus increasing awareness, opportunities leading to increased levels of participation;
  - 5.4 educating and informing disabled people, carers and support networks of the benefits of sport and physical recreation. Providing appropriate, understandable and easily accessible information on opportunities and how to participate;
  - 5.5 working in partnership and co-operation with a range of organisations including National Governing Bodies of sport (**NGBs**) and National Disability Sports Organisations (**NDSOs**) to plan, develop and deliver sustainable sport, physical activity and recreation programmes/opportunities for disabled people at local, regional national and international level; and
  - 5.6 enabling, developing and sustaining local, regional and national partnerships with a range of organisations including NGBs, NDSOs, National and Local Government agencies to design, progress and implement pathways for competitive sport for both children and adult age groups. This will include effective security, governance and performance information/improvement processes.

## Powers

6. In furtherance of the Objects, but not further or otherwise, the Company shall have power to:
  - 6.1 be the recognised national voice in England for disabled people and actively campaign for inclusion and equality in sporting opportunities and physical recreation;
  - 6.2 lead the discussion and progression of the developments in sport for disabled people and initiate and inform the debate on how best to communicate, influencing opinion formers, key policy and decision makers at national, regional and local levels;
  - 6.3 provide expert advice, guidance and support mechanisms to local and national organisations on all matters of sport for disabled people, thus increasing awareness, opportunities leading to increased levels of participation;
  - 6.4 educate and inform disabled people, carers and support networks of the benefits of sport and physical recreation and provide appropriate, understandable and easily accessible information on opportunities and how to participate;
  - 6.5 work in partnership and co-operation with a range of organisations including NGBs and NDSOs to plan, develop and deliver sustainable sport, physical activity and recreation programmes/opportunities for disabled people at local, regional national and international level;
  - 6.6 enable, develop and sustain local, regional and national partnerships with a range of organisations including NGBs, NDSOs, National and Local Government agencies to design, progress and implement pathways for competitive sport for both children and adult age groups. This will include effective security, governance and performance information/improvement processes;
  - 6.7 write, print or otherwise reproduce by any means of recorded audio and/or visual information whether now or hereafter invented and circulate, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents;
  - 6.8 hold exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events either alone or with others;
  - 6.9 promote research, experimental work, scientific investigation and development into any aspect of the Objects and the Company's work and to disseminate the useful results of any such research for the public benefit;
  - 6.10 co-operate and enter into arrangements with any authorities, national, local or otherwise;

- 6.11 arrange conferences and workshops involving representatives from the voluntary and commercial sectors, Government Departments, statutory and local authorities, other agencies and individuals;
- 6.12 accept subscription, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate maintain and alter any of the same as are necessary for any of the Objects and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 6.13 issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 6.14 issue cheques, electronic payments and other financial instruments, and to operate bank and other accounts in the name of the Company;
- 6.15 subject to such consents as may be required by law, to borrow and raise money for the Objects on such terms and conditions and on such security as may be thought fit;
- 6.16 purchase, lease, hire or otherwise acquire real or personal property and rights or privileges and to construct, maintain and alter buildings or erections;
- 6.17 carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary Object or such trade is temporary and ancillary to the carrying out of the Objects;
- 6.18 take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the Objects;
- 6.19 subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- 6.20 invest the monies of the Company not immediately required for its Objects in or upon such investments, securities or property as may be thought fit;
- 6.21 make any charitable donation either in cash or assets for the furtherance of the Objects;
- 6.22 establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the Objects;
- 6.23 lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or



obligations by any person or company as may be necessary or expedient for the work of the Company;

- 6.24 provide indemnity insurance to cover the liability of the Board of Trustees which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Board of Trustees knew to be a breach of trust or breach of duty or which was committed by the Board of Trustees in reckless disregard of whether it was a breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Board of Trustees in their capacity as Trustees of the Company;
- 6.25 employ and pay any person or persons not being Trustees to supervise, organise, carry on the work of and advise the Company;
- 6.26 insure and arrange insurance cover for and to indemnify its officers, employees and voluntary workers and those of its Members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- 6.27 pay, subject to Article 7, reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company and their dependants;
- 6.28 apply monies in insuring any buildings or other property to their full value;
- 6.29 amalgamate with any companies, institutions, societies and associations which are charitable in law and have objects altogether or mainly similar to the Objects and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of Members of the Company by these Articles;
- 6.30 do all such other lawful things as shall further the Objects or any of them.

## Income and Property

- 7. The income and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company of:

- 7.1 reasonable and proper remuneration to any Member, officer, employee or consultant of the Company not being a Trustee for any services rendered to the Company;
- 7.2 interest on money lent by any Member or Trustee at a rate per year not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by the Bank of England;
- 7.3 reasonable and proper rent for premises demised or let by any Member or Trustee;
- 7.4 fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of that company;
- 7.5 out-of-pocket expenses to any Trustee; and
- 7.6 any premium of indemnity insurance to cover the liability of the Board of Trustees which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Board of Trustees knew to be a breach of trust or breach of duty or which was committed by the Board of Trustees in reckless disregard of whether it was a breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Board of Trustees in their capacity as directors of the Company.

## Liability of Members

8. The liability of each Member is limited to £1, being the amount each Member undertakes to contribute to the assets of the Company in the event of the same being wound up while it is a Member, or within one year after it ceases to be a Member, for payment of the debts and liabilities of the Company contracted before it ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

## Dissolution

9. If upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 7, such institution

or institutions to be determined by the Members at or before the time of dissolution, and if and in so far as effect cannot be given to the aforesaid provision then to some charitable object.

## Members

10. The Company must maintain a register of Members in accordance with the Companies Act.
11. Such organisations as the Board of Trustees shall admit to Membership, shall be the Members of the Company.
12. No organisation shall become a Member of the Company unless:
  - 12.1 that organisation has completed an application for Membership in a form approved by the Board of Trustees, and
  - 12.2 the Board of Trustees has approved the application,provided always that an application for Full or Associate Membership may be approved or rejected by the Board of Trustees. The Board of Trustees is not obliged to give reasons for a decision to accept or reject any application for Membership, to any applicant.
13. There will be two types of Member: Full Members and Associate Members.
14. Full Membership shall be open to any organisations operating within England recognised by the Board of Trustees as having an important role to play in the development, promotion or delivery of sport and active recreation for disabled people.
15. Associate Membership shall be open to leading organisations operating within England with relevant experience and knowledge of sport, active recreation, disability and health issues or other areas of expertise to assist in the development and promotion of the Objects.
16. Each Full Member shall be entitled to:
  - 16.1 send up to two Authorised Representatives to General Meetings to attend and speak on its behalf; and
  - 16.2 appoint one of those Authorised Representatives (the **Voting Representative**) to vote (whether on a show of hands or on a poll) on its behalf at General Meetings or by written resolution.

17. Each Associate Member shall be entitled to send up to two Authorised Representatives to General Meetings to attend and speak on its behalf but neither Authorised Representative shall be entitled to vote on its behalf at General Meetings or by written resolution.
18. The Voting Representative of each and every organisation admitted as a Full Member and one Authorised Representative of each and every organisation admitted as an Associate Member shall either sign a written consent for it to become a Member or sign the register of Members on its behalf.
19. The period of office for any Authorised Representative of a Full or Associate Member shall be limited to a maximum of nine years (in three times three year terms of office).
20. All Members shall be bound by and subject to these Articles and the Organisational Standing Orders.
21. Membership of the Company is not transferable.
22. Any organisation that ceases to be a Member immediately forfeits all rights (if any) in relation to and claims upon the Company, its property and its funds and has no right to the return of any registration or Membership fee.

## Termination of Membership

23. The Board of Trustees (or any committee to whom it delegates this power) may terminate the Membership of any Member without its consent by giving it written notice if, in the reasonable opinion of the Board of Trustees (or any committee to whom it delegates this power):
  - 23.1 it is guilty (whether through its Authorised Representatives or otherwise) 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 Trustees into disrepute; or
  - 23.2 it has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
  - 23.3 it has failed to observe the terms of these Articles and where applicable the Organisational Standing Orders; or
  - 23.4 it is in the Company's best interests to do so.
24. Following such termination, the Member shall be removed from the register of Members.

25. The written notice to the Member must give the Member the opportunity to be heard in writing or in person (by an Authorised Representative) as to why its Membership should not be terminated. The Board of Trustees (or any committee to whom it delegates this power) must consider any representations made by the Member and inform the Member of its decision following such consideration. There shall be no right to appeal from a decision of the Board of Trustees to terminate the Membership of a Member.
26. A Member whose Membership is terminated under this Article shall not be entitled to a refund of any registration or Membership fee and shall remain liable to pay to the Company any sum owed by it.
27. A Member may withdraw from Membership of the Company by giving at least 14 days' notice to the Company in writing.
28. A Member's Membership terminates automatically when that organisation ceases to exist.

## The Council of Members

29. All of the Members of the Company, (together the **Council of Members**) shall meet at least annually at a General Meeting (including the Annual General Meeting) to consult with and constructively challenge the Board of Trustees as to the vision and strategy of the Company.
30. The Council of Members will also debate specific topics of relevance to the Company and provide guidance to the Board of Trustees on matters placed before them.

## General Meetings of the Council of Members

31. Once per annum the Company shall hold an Annual General Meeting (**AGM**). The AGM will be convened as such and shall be specified as an AGM in the notices calling it. The AGM will be held in addition to the other meetings of the Company that year, although it may be convened in the place of a regular General Meeting.
32. Not more than fifteen months shall elapse between the date of one AGM of the Company and that of the next. The AGM shall be held at such time and place as the Board of Trustees shall appoint.
33. The Board of Trustees may, whenever it thinks fit, convene a General Meeting.
34. General Meetings may also be called on a written request to the Board of Trustees from at least 5% of the Full Members. On receipt of such a written request, the Board of Trustees must call a General Meeting within 21 days and the General Meeting must

be held not more than 28 days after the date of the notice calling the General Meeting.

#### 34.1 Hybrid Meetings and Remote Attendance

- a) A Hybrid Meeting is a general meeting where the Directors have made arrangements to enable those attending the meeting to exercise their rights to speak and/or vote at the meeting either by physical attendance at the place specified in the notice of the meeting (the "Primary Location") or by Remote Attendance (a "Hybrid Meeting"). A "Remote Meeting" is a general meeting where no attendees are at a primary location.
- b) The Directors may (but shall be under no obligation to) make such arrangements for Remote Attendance at a Meeting as they may (subject to the requirements of the Companies Acts) decide. The entitlement of any person to attend a general meeting by Remote Attendance shall be subject to such arrangements.

34.1.1 In the case of a Remote or Hybrid Meeting the provisions of the Articles shall be treated as modified to permit such arrangements and in particular:

- a) references in the Articles to a person attending and being present or present in person at the general meeting, including without limitation in relation to the quorum for the meeting and rights to vote at the meeting, shall be treated as including a person attending the meeting by Remote Attendance, unless the Articles expressly provide to the contrary; and
- b) references in these Articles to the place of a general meeting shall be treated as references to the Primary Location;

34.1.2 the Directors must ensure that the notice of a Hybrid Meeting includes:

- a) details of the Primary Location; and
- b) details of the arrangements for Remote Attendance and any restrictions on Remote Attendance;

34.1.3 the Directors may decide:

- a) how those attending via Remote Attendance may communicate with the meeting for example by communicating with the chair in Writing using an electronic platform; and
- b) how those attending via Remote Attendance may vote;

34.1.4 the arrangements for Remote Attendance may be changed or withdrawn in advance of the meeting by the Directors, who must give the members as much notice as practicable of the change;

34.1.5 in the event of technical failure during the meeting the chair of the meeting may adjust or withdraw the arrangements for Remote Attendance and/or adjourn the meeting.

## Notice of General Meetings

35. An AGM and a General Meeting called for the passing of a Special Resolution shall be called by at least twenty-one Clear Days' notice in writing. All other General Meetings shall be called by at least fourteen Clear Days' notice in writing. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to the Members, Trustees and auditors of the Company PROVIDED THAT a General Meeting shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:
- (a) in the case of the AGM, by all the Full Members; and
  - (b) in the case of any other General Meeting, by a majority of the Full Members, being a majority together representing not less than ninety-five per cent of the total voting rights at that General Meeting of all the Members.
36. The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any organisation or person entitled to receive notice shall not invalidate the proceedings of that General Meeting.

## Proceedings at General Meetings

37. The business to be transacted at an AGM shall include consideration of the overall vision and strategy of the Company, a review of the operation of the Company and its Board of Trustees, consideration of the accounts, balance sheets, and the reports of the Board of Trustees and auditors, the election of Member Nominated Trustees and the appointment of, and the fixing of the remuneration of the auditors.
38. No business shall be transacted at any General Meeting unless a quorum of Members is present (by their Authorised Representatives) or by proxy at the time when the meeting proceeds to business. The quorum at a General Meeting shall be 50% of the Full Members present (in each case by at least one Authorised Representative) or by proxy. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board of Trustees may determine.
39. If the Trustees have appointed a Chair in accordance with these Articles, the Chair shall chair every General Meeting of the Company if present and willing to do so, or, if there is no such Chair, or if she/he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Trustees present shall elect one of their number to chair the meeting.

40. If at any meeting no Trustee is willing to act as Chair or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Full Members present shall choose an Authorised Representative from within their number to chair the meeting. The person chairing the meeting in accordance with this Article or Article 39 will be referred to as the **Chair of the meeting**.
41. The Chair of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no other business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. In all other cases it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
42. At any General Meeting a resolution put to the vote of the meeting shall be decided by a show of hands unless a poll is demanded before or on the declaration of the result of the show of hands:
  - (a) by the Chair of the meeting; or
  - (b) by at least two Full Members present (by their Voting Representatives) or by proxy and having the right to vote at the meeting.
43. Unless a poll is so demanded, a declaration by the Chair of the meeting that a resolution has been carried or lost and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of that fact with proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chair of the meeting. The withdrawal of the demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
44. Minutes of decisions at General Meetings shall be written and approved at the time, after an unhurried exchange of views until unanimity or near unanimity is reached, and with a commitment from all to work at difficult issues, on the assumption that it is possible to find a way forward which is acceptable to all those responsible.
45. A poll demanded on the election of a Chair of the meeting, or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the Chair of the meeting directs, not being more than thirty days after the poll is demanded, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.



46. Subject to the provisions of the Companies Act, a resolution in writing signed by all the Voting Representatives of Full Members shall be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by Voting Representatives or persons otherwise duly authorised for and on behalf of one or more Full Members.
47. No notice need be given of a poll not taken immediately if the time and the place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
48. All General Meetings of the Council of Members will be conducted with transparency and integrity. Minutes of all General Meeting will be published on the Company's website.

## Votes of Members

49. Full Members present (by their Voting Representatives) or by proxy shall have one vote on each issue. Associate Members have no voting rights.
50. No Member shall be entitled to vote at any General Meeting unless all monies presently payable by the Member to the Company have been paid and conditions of membership are fulfilled at least 24 hours prior to the General Meeting.
51. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair of the meeting whose decision shall be final and conclusive.
52. A vote given or poll demanded by an Authorised Representative of a Full Member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## Appointment of Proxies

53. Proxies may only be validly appointed by a notice in writing that:

- 53.1 states the name and address of the Member appointing the proxy;

- 53.2 identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
  - 53.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
  - 53.4 is delivered to the Company in accordance with Article 122; and
  - 53.5 is received by the Company at least 48 hours before the meeting to which it relates.
- 54. The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
  - 55. 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.
  - 56. Unless a proxy notice indicates otherwise, it should be treated as:
    - 56.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
    - 56.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as to the meeting itself.
  - 57. An appointment under a proxy notice may be revoked by delivering to the Company, in accordance with Article 122, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Company receives it before the start of the meeting to which it relates.

## Written Resolutions of Full Members

- 58. Subject to Article 60, a resolution in writing agreed by the Appropriate Majority of Full Members who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Full Member and the Appropriate Majority of Full Members has signified its agreement to the resolution in an authenticated document which has been received at the Registered Office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Full Members have signified their agreement.
- 59. In Article 58, the Appropriate Majority is:
  - 59.1 in the case of an Ordinary Resolution, a simple majority of the Full Members;
  - 59.2 in the case of a Special Resolution, 75% or more of the Full Members.

60. The following may not be passed as a written resolution:

60.1 a resolution to remove a Trustee before his period of office expires; or

60.2 a resolution to remove an auditor before his period of office expires.

## Members' Reserve Powers

61. The Members may, by Special Resolution at a properly constituted General Meeting:

61.1 direct the Trustees to take or refrain from taking, specified action. Any such direction must be lawful and in accordance with the legal and fiduciary duties of Trustees; or

61.2 remove the Board of Trustees, including the Chair, Appointed Trustees and Member Nominated Trustees, but only after considering the matter in the light of any written or oral representations that the Trustees concerned put forward in defence of their removal.

62. No such Special Resolution shall invalidate anything which the Trustees have done before the passing of that resolution.

## Members Acting by Authorised Representatives at Meetings

63. Any Member may by a resolution of its board or other governing body authorise such persons as it thinks fit to act as its Authorised Representatives (which shall, in the case of a Full Member, include its Voting Representative) at any General Meeting of the Company. Written notice of the appointment of Authorised Representatives (including Voting Representatives) must be presented to the Company prior to or at the meeting in question.

## Board of Trustees

64. The number of Trustees shall be no more than twelve and no less than seven. The Board of Trustees aims to be fully reflective of the wider community the Company serves, by being appropriately representative of disabled people and equality principles. This is outlined in the Organisational Standing Orders.

65. The Board of Trustees shall comprise:

65.1 the Chair;

- 65.2 the Appointed Trustees (one of whom shall be the Senior Appointed Trustee);  
and
- 65.3 the Member Nominated Trustees.
66. Notwithstanding any other provisions of these Articles, the Board of Trustees will ensure that:
- 66.1 at least 25% in number of the Board of Trustees are 'Independent Directors', as that term is defined in the document 'A Code for Sports Governance', as published by UK Sport and Sport England from time to time;
- 66.2 no more than 33% in number of the Board of Trustees are Member Nominated Trustees; and
- 66.3 with the exception of the Member Nominated Trustees, the recruitment of Trustees is made by open advertisement and competency based selection.
67. Trustees may be paid all reasonable out of pocket, hotel and other expenses properly incurred by them in attending and returning from Board meetings or General Meetings or in connection with the business of the Company and/or the exercise of their powers and discharge of their responsibilities in relation to the Company.

## Chair

68. There shall be a Chair of the Board of Trustees who shall be appointed, and may be removed, by the Trustees in accordance with these Articles and the Organisational Standing Orders.
69. Any Chair appointed in accordance with Article 68 shall hold office as a member of the Board of Trustees until the third anniversary of the date of his appointment or until (if earlier) he ceases to be a Trustee pursuant to Article 90. Subject to Article 77, a Chair who ceases to hold office at the end of his period of appointment may be re-appointed in accordance with Article 68 for a maximum of two further consecutive three-year terms of office.
70. The roles of Chair and Chief Executive of the Company shall not be exercised by the same individual.
71. The Chair shall carry out an annual appraisal of the Chief Executive Officer of the Company and report back to the Board of Trustees.

## Appointed Trustees

72. The Board of Trustees may from time to time in accordance with the Organisational Standing Orders appoint up to seven persons to be Appointed Trustees.
73. Each Appointed Trustee appointed pursuant to Article 72 shall hold office as a Trustee until the third anniversary of the date of his appointment or until (if earlier) he ceases to be a Trustee pursuant to Article 90. Subject to Article 77, an Appointed Trustee who ceases to hold office at the end of his period of appointment may be reappointed in accordance with Article 72 for a maximum of two further consecutive three-year terms of office.
74. The Board of Trustees shall from time to time appoint one Appointed Trustee to be the Senior Appointed Trustee and may from time to time remove such person.

## Member Nominated Trustees

75. The Full Members may from time to time in accordance with the Organisational Standing Orders elect up to four persons to be Member Nominated Trustees.
76. Any Member Nominated Trustee elected in accordance with Article 75 shall hold office as a Trustee until the third anniversary of the date of his election or until (if earlier) he ceases to be a Trustee pursuant to Article 90. Subject to Article 77, a Member Nominated Trustee who ceases to hold office at the end of his term of office may be re-elected in accordance with Article 75 for a maximum of two further consecutive three-year terms of office.

## Terms of Office

77. In exceptional circumstances (such as their appointment as Chair or to a senior position within an international federation) and with the prior approval of Members by Special Resolution, the nine year aggregate term of office of a Chair, Appointed Trustee or Member Nominated Trustee under these Articles may be extended by up to a further three years. In other, more routine circumstances (such as to facilitate succession planning), the nine year aggregate term of office of a Chair, Appointed Trustee or Member Nominated Trustee under these Articles may be extended by up to a further one year with the prior approval of the Board of Trustees.
78. A Trustee who ceases to be a Trustee having completed his maximum term of office of nine years (plus any further term approved in accordance with Article 77) shall not be eligible for re-appointment or re-election to the Board of Trustees in any capacity for a period of at least four consecutive years.
79. The Chair shall preside over all meetings of the Board of Trustees. In the case of an equal number of votes the Chair shall have a casting vote.

## Casual Vacancies

80. A casual vacancy arising among the offices of Chair, Appointed Trustee or Member Nominated Trustee shall be filled by the Board of Trustees provided always that the person appointed to fill the vacancy shall hold office until such time as the person he replaced was due to retire but shall be eligible for re-appointment or re-election (as applicable) in accordance with these Articles.

## Honorary Officers

81. The Company may appoint such honorary officers on such terms and conditions and for such functions as it thinks fit (an **Honorary Officer**). Any such Honorary Officers shall be entitled to attend and speak but shall not be entitled to vote at meetings of the Board of Trustees.

## Powers and Duties of the Board of Trustees

82. The Trustees as Charity Trustees have control of the Company and its property and funds.
83. The role of the Trustees is to provide strategic direction and leadership for the Company. The business of the Company shall be managed by the Board of Trustees who may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Act, the Articles or any Special Resolution passed in accordance with Article 61.
84. No valid act carried out by the Board of Trustees shall be invalidated by a subsequent resolution passed by the Company in General Meeting.
85. The Board of Trustees shall, in particular:
  - 85.1 be responsible for setting the strategy of the Company;
  - 85.2 maintain and demonstrate a clear division between their management and oversight role and the operational role carried out by the Company's executives;
  - 85.3 act in the best interests of the Company in pursuit of its Objects and in a manner consistent with their legal duties.
86. All financial transactions involving the Company shall be conducted in accordance with such financial regulations, delegations and authorisations agreed from time to time by the Board of Trustees.

## Appointment of Trustees

87. The processes for the appointment and election of Trustees to the Board of Trustees shall be defined in the Organisational Standing Orders. There will be no distinction between new candidates seeking appointment or election for the first time, and those retiring and seeking re-appointment or re-election (as applicable).
88. The Company at a General Meeting may by Ordinary Resolution, of which special notice has been given in accordance with Section 168 of the Companies Act, remove any Trustee before the expiration of her/his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Trustee, but only after considering the matter in the light of any written or oral representations that the Trustee concerned puts forward in defence of his or her removal. The Company may also by Ordinary Resolution appoint another person in place of a Trustee removed under this Article.
89. No person may be appointed as a Trustee:
- (a) unless she/he has attained the age of 18 years;
  - (b) in circumstances such that, had she/he already been a Trustee, she/he would have been disqualified from acting under the provisions of Article 87.
  - (c) has previously been removed by the Company under Article 90.
  - (d) unless at least four years have elapsed since the Trustee completed their maximum term of office in accordance with Article 78.

## Disqualification/ Suspension of Trustees

90. The office of Trustee shall automatically be vacated if the Trustee:
- (a) is not re-appointed or re-elected following the end of the period for which she or he was appointed or elected;
  - (b) ceases to be a Trustee by virtue of any provisions of the Acts or Article 61 or is otherwise prohibited by law from being a Trustee and/or a director;
  - (c) becomes, in the written opinion of a registered medical practitioner who is treating that person, physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
  - (d) resigns his/her office by written notice to the Board of Trustees;

- (e) fails to attend, without the agreement of a majority of the other Trustees, at least 75% of their meetings in a year and a majority of the other Trustees resolve that her/his office be vacated;
  - (f) is dismissed following a serious alleged infringement of the Trustees' Code of Conduct in accordance with Article 88 and Organisational Standing Order 2; or
  - (g) is the subject of a bankruptcy order.
91. The Board of Trustees may suspend the office of a Trustee should there be an alleged infringement of the Trustees' Code of Conduct. The Board of Trustees will follow a detailed investigation process as defined in the Organisational Standing Orders. If required, and only in the case of Member Nominated Trustees, this may lead to referral to a General Meeting for a final decision on whether to remove the Trustee from office.
92. A Board member who suspects that he may be in a situation involving a conflict of interest must comply with his obligations under the Companies Act and the provisions in Articles 102-107 (Conflicts of Interest) shall apply.

## Proceedings of the Board of Trustees

93. The Board of Trustees may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, if the Chair declines to exercise her/his discretion to vote and provide the casting vote the motion is lost. Any two Trustees may, and the Secretary shall, on the request of any two Trustees, at any time, summon a meeting of the Board of Trustees.
94. The quorum necessary for the transaction of the business of the Board shall be 50% of the Trustees.
95. The Board may act notwithstanding any vacancy in their body, but, if and as long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Trustees, the Board of Trustees may act for the purpose of increasing the number of Trustees to that number but for no other purpose.
96. If at any meeting the Chair is not present within fifteen minutes after the time appointed for holding the same, the Trustees present may choose one of their number to chair the meeting.
97. The Board of Trustees, which has ultimate authority and responsibility for all business may delegate any of their powers to sub-committees consisting of such Trustees and others as they think fit; any sub-committee so formed shall conform to any regulations that may be imposed on it by the Board of Trustees and shall report all acts and



proceedings to the Board of Trustees fully and promptly. The Board of Trustees shall have full powers of co-option of non-voting members.

98. A sub-committee may elect a chair of its meetings; if no such chair is elected, or if at any meeting the chair is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting.
99. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chair shall have a second or casting vote.
100. All acts done by any meeting of the Board of Trustees or of a sub-committee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.
101. A written resolution, signed by all the Trustees, shall be as valid as if it had been passed at a properly convened meeting of the Board of Trustees.
102. Hybrid Meetings and Remote Attendance
  - 102.1. A Hybrid Meeting is a meeting where the Directors have made arrangements to enable those attending the meeting to exercise their rights to speak and/or vote at the meeting either by physical attendance at the place specified in the notice of the meeting (the "Primary Location") or by Remote Attendance (a "Hybrid Meeting"). A "Remote Meeting" is a general meeting where no attendees are at a primary location.
  - 102.2. The Directors may (but shall be under no obligation to) make such arrangements for Remote Attendance at a Meeting as they may (subject to the requirements of the Companies Acts) decide. The entitlement of any person to attend a Board of Trustees meeting by Remote Attendance shall be subject to such arrangements.
  - 102.3. In the case of a Remote or Hybrid Meeting the provisions of the Articles shall be treated as modified to permit such arrangements and in particular:
    - a) references in the Articles to a person attending and being present or present in person at the meeting, including without limitation in relation to the quorum for the meeting and rights to vote at the meeting, shall be treated as including a person attending the meeting by Remote Attendance, unless the Articles expressly provide to the contrary; and
    - b) references in these Articles to the place of a Board of Trustees meeting shall be treated as references to the Primary Location;

- 102.4. the Directors must ensure that the notice of a Hybrid Meeting includes:
- a) details of the Primary Location; and
  - b) details of the arrangements for Remote Attendance and any restrictions on Remote Attendance;
- 102.5. the Directors may decide:
- a) how those attending via Remote Attendance may communicate with the meeting for example by communicating with the chair in Writing using an electronic platform; and
  - b) how those attending via Remote Attendance may vote;
- 102.6. the arrangements for Remote Attendance may be changed or withdrawn in advance of the meeting by the Directors, who must give as much notice as # practicable of the change;
- 102.7. in the event of technical failure during the meeting the chair of the meeting may adjust or withdraw the arrangements for Remote Attendance and/or adjourn the meeting.

## Trustees' Conflicts of Interest

103. The Trustees may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Trustee which would, if not authorised, involve a Trustee (an "**Interested Trustee**") breaching his duty under section 175 of the Companies Act to avoid conflicts of interest ("**Conflict**"). Any authorisation under this article will be effective only if:
- (b) 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 Trustees under the provisions of the Articles or in such other manner as the Trustees may determine;
  - (c) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Trustee;
  - (d) the matter was agreed to without the Interested Trustee voting or would have been agreed to if the Interested Trustee's vote had not been counted; and
  - (e) the Conflict does not involve any direct or indirect benefit of any kind to a Trustee or a connected person.
104. Any authorisation of a Conflict under this article 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 Trustee be excluded from the receipt of documents and information related to the Conflict and from participation in discussions (whether at meetings of the Trustees or otherwise) related to the Conflict;
  - (c) provide that the Interested Trustee shall or shall not be entitled to vote in respect of any future decision of the Trustees in relation to any resolution related to the Conflict;
  - (d) impose upon the Interested Trustee such other terms for the purposes of dealing with the Conflict as the Trustees think fit; and
  - (e) permit the Interested Trustee to absent himself from the discussion of matters relating to the Conflict at any meeting of the Trustees and be excused from reviewing papers prepared by, or for, the Trustees to the extent they relate to such matters.
105. Where the Trustees authorise a Conflict, the Interested Trustee will be obliged to conduct himself in accordance with any terms and conditions imposed by the Trustees in relation to the Conflict.
106. The Trustees may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Trustee prior to such revocation or variation, in accordance with the terms of such authorisation.
107. An Interested Trustee shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a Trustee of the Company and in respect of which he owes a duty of confidentiality to another person. In particular, the Trustee shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act because he fails:
- (a) to disclose any such information to the Trustees or to any Trustee or other officer or employee of the Company; or
  - (b) to use or apply any such information in performing his duties as a Trustee.

However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the Trustees pursuant to this article.

108. A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by reason of being a Trustee), 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 Trustees or by the Company in a 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.

## Secretary

109. The Board of Trustees shall be entitled to appoint (and may remove) any person to act as Company Secretary in accordance with the Companies Act provided that if a Trustee is appointed to the role of Secretary, she/he shall not be paid for this specific duty.

## The Seal

110. The Board of Trustees shall provide for the safe custody of a seal, if any, which shall only be used by the authority of the Board of Trustees and every instrument to which the seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee or by some other person appointed by the Board of Trustees for the purpose.

## Records and Accounts

111. The Trustees must comply with the requirements of the Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

112. The Trustees must keep proper records of:

- (a) all resolutions of Members passed otherwise than at a General Meeting;
- (b) all proceedings at General Meetings;
- (c) all decisions of the Trustees (whether taken at a meeting or otherwise);
- (d) all reports of committees; and
- (e) all professional advice obtained.

113. The records referred to in Articles 111(a), 111(b) and 111(c) must be kept for 10 years from the date of the resolution, General Meeting or Trustees' meeting, as relevant.

114. Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
115. A copy of the Company's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a written request for it and pays the Company's reasonable costs.

## Communications with Members

116. The Company may validly send or supply any document (including any notice) or information to a Member:
  - (a) by delivering it by hand to the address recorded for the Member in the register of Members;
  - (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;
  - (c) by fax to a fax number notified by the Member in writing;
  - (d) by electronic mail to an email address notified by the Member in writing; or
  - (e) by means of a website the address of which has been notified to the Member in writing;
  - (f) in accordance with these Article relating to Communications with Members.
117. The Company may only send a document or information to a Member by electronic mail:
  - (a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
  - (b) to the address specified for that purpose by the Member.
118. The Company may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Company sending it a request asking it to agree to the Company communicating with it in that manner, provided that:
  - (a) the request stated clearly what the effect of failure to respond would be;

- (b) when the request is sent to the Member, at least 12 months have passed since the Company last requested the Member to agree to receive the same or a similar type of document or information via a website;
  - (c) the document or information concerned is made available in a form that enables the recipient to read it and retain a copy of it; and
  - (d) the Company complies with the requirements of Articles 118 and 119.
119. When sending information or a document via a website, the Company must notify each intended recipient of:
- (a) the presence of the document or information on the website;
  - (b) the address of the website;
  - (c) the place on the website where it may be accessed; and
  - (d) how to access the document or information.
120. Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:
- (a) in the case of notice of a General Meeting, until after the General Meeting has ended; and
  - (b) in all other cases, for 28 days beginning with the date on which the Company sent notification pursuant to Article 118.
121. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address;
  - (b) two Clear Days after being sent by first class post to the relevant address;
  - (c) three Clear Days after being sent by second class or overseas post to the relevant address;
  - (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 118);
  - (e) on being handed to the Member (or, in the case of a Member organisation, its Authorised Representative) personally; or, if earlier, as soon as the Member acknowledges actual receipt.

122. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

123. Members may validly send any notice or document to the Company:

- (a) by post to the Company's Registered Office; or
- (b) any other address specified by the Company for such purposes;
- (c) to any fax number or email address provided by the Company for such purposes.