

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 8th November 2017)

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;

Alternate Chair: means a person appointed to chair a meeting within article 32;

Alternate Director: means a person appointed within article 23;

Appointor: means a director appointing an Alternate Director within article 23;

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;

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

Clear days: means a period between the day notice of an event is given and the event, not counting or including the day of notice or the day of the event [By way of example, notice given on Monday for an event on the following Friday is given with 3 clear days' notice.];

Committee: means a sub-committee 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 may possibly conflict, with the interests of the Company;

Director: means a member of the Board

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

Officer of the Company: means any person holding the post/s of Board Chairman, Chief Executive Officer, Secretary and/or Treasurer/Chief Finance Officer as may be from time to time appointed by the Board.

Proxy: means vote by alternate to a Member Club's Nominated Representative within and in accordance with article 34.3.

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, and unless the context otherwise requires, words and expressions which have particular meanings in the Act or Model Articles from time to time applicable 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 Board 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 payment may be made by the Company in good faith and in accordance with these Articles of:

- (a) reasonable and proper remuneration to a Member Club, officer or servant of the Company for any services rendered to the Company in accordance with these Articles;
- (b) any interest on money lent by a Member Club or director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by a Member Club or director; or
- (d) reasonable out-of-pocket expenses properly incurred by a director.

4. WINDING UP

4.1 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

5.1 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.

6. DIRECTORS' GENERAL AUTHORITY

6.1 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.

6.2 The Board acts by and via the directors exercising the powers of the Board in accordance with these Articles.

6.3 Save as otherwise provided for in these Articles or by the Act, the directors shall act only as the properly constituted Board acting together.

7. MEMBER CLUBS' RESERVE POWER

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

7.2 No such special resolution invalidates anything which the Board has done before the passing of the resolution.

8. DIRECTORS MAY DELEGATE

8.1 Subject to the Articles, the Board may delegate any of the powers which are conferred on it 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 Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

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

9. COMMITTEES

9.1 The Board may establish the Committees.

9.2 The Committees to which the Board delegates any of its 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 the Board.

9.3 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.

9.4 Any individual may be appointed as a Committee Member.

9.5 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

10.1 Save as otherwise provided for by the Articles or the Act, any decision of the Board must be either a majority vote at a meeting or a decision taken in accordance with article 11.

11. UNANIMOUS DECISIONS

11.1 A decision of the Board 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 BOARD MEETING

12.1 Any director may call a Board 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 Board 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 Board 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 a Board meeting.

13. PARTICIPATION IN BOARD MEETINGS

13.1 Subject to the Articles, directors participate in a Board meeting, or part of a Board 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 Board meeting, it is irrelevant where any director is or how they communicate with each other.

13.3 If all the directors participating in a Board 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. CONDUCT OF BOARD MEETINGS

14.1 At a Board 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 drawn from within the rowing community in Wales, and one Eligible Director 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 Chair or in the Chair's absence, another Eligible Director present at the meeting, as determined by the Eligible Directors in attendance.

14.6 Such director chairing the meeting of directors must during the meeting exercise all powers and fulfil all obligations of the Chair with respect to the conduct of the meeting as provided for in these Articles.

15. CASTING VOTE

15.1 If the numbers of votes for and against a proposal at a Board meeting are equal, the Chair 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 Chair (or other director chairing the meeting under article 14.5) 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 or her duty under section 175 of the Act to avoid conflicts of interest.

16.2 Any such authorisation 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 such authorisation 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 or her or her involvement in the Conflict and otherwise than through his or her 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 the validity of 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 the 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 or her 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) 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) 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 or her firm in a professional capacity for the Company (otherwise than as auditor) and he or she or his or her 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 or her or her 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 Board meeting or part of a Board meeting.

16.9 Subject to article 16.10, if a question arises at a meeting of directors or of a Committee 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 Chair whose ruling in relation to any director other than the Chair 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 Chair, the question is to be decided by a decision of the Board at that meeting, for which purpose the Chair 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 Board must ensure that the Company keeps a record, in writing (including by electronic means), for at least 12 years from the date of the decision recorded, of every decision taken by the Board.

17.2 Where decisions of the Board are taken or recorded by electronic means, such decisions shall be retained in a secure storage environment and with appropriate remote back-up.

18. BOARD'S DISCRETION TO MAKE FURTHER RULES

18.1 Subject to the Articles, the Board may make any rule which it thinks 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) a Chair who shall be nominated by the Board following the procedure set out in Articles 19.9 to 19.10;

(b) a maximum of 9 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 Board may from time to time delegate such roles and responsibilities to the directors as it sees fit.

19.5 Subject to article 19.2, the Board 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 from the AGM, and in the event that such person is appointed as a director his or her 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 or she 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 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 Chair.

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) he or she 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 or her or her place, and the Board resolve that his or her or her office should be vacated;
- (g) where the director has been employed as an executive director, he or she 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 a director properly incurs in connection with his or her 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 for and 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 these Articles,

(a) the Board may appoint one or more of the directors to an executive office within the Company and may enter into an agreement or arrangement with any director for his or her employment by the Company or for the provision by him or her of any services outside the scope of the ordinary duties of a director.

(b) Any such appointment, agreement or arrangement may be made upon such terms as the Board determines and at such remuneration as the Board thinks fit.

22.2 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 ("the Appointor"), not being himself or herself an Alternate Director, may appoint as an alternate any other director, or any other person approved by resolution of the Board, to:

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

in relation to the taking of decisions by the Board, in the absence of the 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 Board.

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 alternate of the Appointor.

24. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

24.1 An Alternate Director may act as Alternate Director for more than one director and has the same rights in relation to any decision of the Board as the Appointor/s.

24.2 Except as the Articles specify otherwise, an Alternate Director:

- (a) is deemed for all purposes to be a director;
- (b) is liable for his or her own acts and omissions;
- (c) is subject to the same restrictions as the Appointor; and
- (d) is not deemed to be agents of or for the Appointor.

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 or her or her 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 Board (but only if his or her 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 article 14.

24.4 A director who also acts as an Alternate Director is entitled, in the absence of his or her or her Appointor(s), to a separate vote on behalf of each Appointor, in addition to his or her own vote on any decision of the Board (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 article 14.

24.5 An Alternate Director may be paid expenses and may be indemnified by the Company to the same extent as 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

25.1 An Alternate Director's appointment as an Alternate Director terminates:

- (a) when the 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 Director, of any event which, if it occurred in relation to the Appointor, would result in the termination of the Appointor's appointment as a director;
- (c) on the death of the Appointor; or
- (d) when the Appointor ceases to be a director.

26. APPLICATION FOR MEMBERSHIP

26.1 Subject to article 26.2, only rowing clubs/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/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/centre shall become a Member Club unless it has completed an application for membership in a form approved by the Board. A membership pack shall be sent to each successful Member Club which shall include a letter confirming its 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 Board may appoint.

26.4 The Board may admit an applicant as a Member Club provided that such applicant is a rowing club/centre in Wales and recognised by the Board from time to time as affiliated to the Company.

26.5 The Board may decline to accept any application for membership.

26.6 The Board may prescribe criteria for membership of the Company but shall not be obliged to accept persons or bodies fulfilling those criteria as a Member Clubs.

26.7 Each Member Clubs must pay to the Company the appropriate affiliation fees set by the Board or a Committee given authority by the Board to set fees.

26.8 Each Member Club must, upon becoming a Member Club, notify the Company in writing of its Nominated Representative.

- (a) 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.
- (b) The Nominated Representative shall be the point of contact and conduit for information passing between the Member Club and the Company.
- (c) Each Member Club may change its Nominated Representative by giving written notice of the new Nominated Representative from time to time.
- (d) Each Member Club may have only one Nominated Representative.
- (e) No person other than its Nominated Representative may vote at any general meeting on behalf of the Member Club unless entitled to exercise a proxy vote in accordance with article 34(3).

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

(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; and

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

28.2 Opportunity to be heard

(a) 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.

(b) The Board must consider any representations made by the Member Club and inform the Member Club of its decision following such consideration.

(c) There shall be no right to appeal from a decision of the Board 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 at the date of termination.

GENERAL MEETINGS

29. HOLDING OF 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 Board 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 Board shall determine, save always that no less than 9 calendar months and no more than 15 calendar months shall elapse between each AGM.

29.2 The Board may, whenever it thinks fit, convene a general meeting, and general meetings shall also be convened in accordance with the Act and these Articles.

29.3 A person entitled to speak at the meeting may communicate to all those attending the meeting, during the meeting, any lawfully obtained, held or communicated, information or opinions which that person or the Member Club has on the business of the meeting.

29.4 A person with the right to vote on behalf of a Member Club at a general meeting exercises that right when:

- (a) he or she is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) his or her vote is 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 Board shall ensure that, and may make whatever arrangements it considers appropriate to enable, those attending a general meeting are able to exercise their rights to speak or vote.

30. NOTICE OF GENERAL MEETINGS

30.1 At least 28 clear days' notice in writing shall be given for the AGM. Subject to the requirements of 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.

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 each Member Club entitled to appoint a Nominated Representative to attend and vote at the meeting.

30.4 The 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

31.1 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 down. [By way of example, if there is a total of 8 Member Clubs, one third of which equates to

2.67, the total quorum required shall be 2 Member Clubs.]

32. CHAIRING OF GENERAL MEETINGS

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

32.2 If the Chair is not present, or if the Chair is unwilling to chair the meeting or is not present within 10 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 person to chair the meeting (“the Alternate Chair”).

32.3 The appointment of an Alternate Chair must be the first business of the meeting and lasts only for the duration of the meeting.

32.4 An Alternate Chair must during the meeting exercise all powers and fulfil all obligations of the Chair with respect to the conduct of the meeting as provided for in these Articles.

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

33.1 Directors may attend and speak at general meetings.

33.2 The Chair 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/centres in Wales.]

34. VOTES OF MEMBER CLUBS

34.1 Subject to the requirements of the Act, and save where the Board decides in advance of the meeting to permit a Member Club more than one vote in general meeting, 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.

34.2 Methods of voting will be clearly indicated in notices of meetings. Unless otherwise directed by the Board, subject to the requirements of the Act the following methods will be used:-

- (a) by Nominated Representatives present; or
- (b) by proxy vote.

34.3 A person shall be entitled to exercise such proxy vote only in accordance with article 38.

34.4 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 under article 37.

34.5 If the numbers of votes for and against a proposal are equal, the Chair shall have a

casting vote.

35. ADJOURNMENT

35.1 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 Chair or chair of the meeting must adjourn the meeting.

35.2 The Chair 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 Chair 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.

35.3 The Chair must adjourn a general meeting if directed to do so by the meeting. For the purposes of such direction:

- (a) any voting participant in the meeting may call for a vote to propose the direction; and
- (b) the Chair shall take a vote upon the proposal.

35.4 When adjourning a general meeting, the Chair 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 Board; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

35.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give to the Member Clubs at least 7 clear days' notice of the adjourned meeting, such notice to contain the same information required for the original notice of general meeting.

35.6 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.

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 Chair whose decision upon its validity is final.

37. VOTES BY POLL

37.1 A poll may be demanded:-

- (a) in advance of any general meeting in writing received by the Chair 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 Chair;

(b) a director or;

(c) 2 or more Nominated Representatives, representing at least 2 clubs, 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 Chair consents to the withdrawal,

whereupon the result of the original vote by show of hands before the demand for a poll was made shall stand.

37.4 Polls must be taken immediately and in such manner as the Chair directs.

38. PROXIES

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

38.2 Where the appointment is made due to the inability of any Nominated Representative to vote at a meeting the proxy notice must:

(a) state the name and address of the Member Club and Nominated Representative appointing the proxy;

(b) identify the person appointed to be that Member Club/Nominated Representative's proxy and the general meeting in relation to which that person is appointed;

(c) be signed by the Nominated Representative or officer of the Member Club appointing the proxy, or otherwise authenticated in such manner as the Board may approve;

(d) be accompanied by written evidence of the authority of the person who executed it to execute it on that Member Club's behalf; and

(e) be delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

38.3 Where the appointment is made due to a Member Club being entitled to more votes than the number of Nominated Representatives it has appointed the proxy notice must:-

(a) state the name and address of the Member Club appointing the proxy;

- (b) identify the person appointed to be that Member Club's proxy and the general meeting in relation to which that person is appointed;
- (c) identify how many votes the person to be appointed as the Member Club's proxy is entitled to exercise;
- (d) be signed by an Officer of the Member Club appointing the proxy, or otherwise authenticated in such manner as the Board may approve;
- (e) be accompanied by written evidence of the authority of the person who executed it to execute it on that Member Club's behalf; and
- (f) be delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

38.4 A document which purports to be a proxy notice which is not delivered in accordance with article 38.2 or article 38.3 shall be invalid, unless the Board, in its absolute discretion, accepts the notice at any time before the meeting.

38.5 The Board may further require proxy notices to be delivered in a particular form, including requirements additional to those set out in articles 28.2 and 38.3, and may specify different forms for different purposes.

38.6 A proxy notice may specify how the proxy appointed is to vote (or that the proxy is to abstain from voting) on one or more resolutions. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed full discretion as to how to vote on any policy, ancillary or procedural resolutions put to the meeting, including as to adjournment of the meeting.

38.7 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 under article 38.2, and if the Nominated Representative attends and can speak and vote, the proxy shall be treated as ineffective and the Member Club's representation at the meeting shall be by the Nominated Representative only.

38.8 Revocation

(a) 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 on whose behalf the proxy notice was given.

(b) Such 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.

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, 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 Chair proposes the amendment at the 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 Where the Chair, acting in good faith, wrongly decides that a proposed amendment to an ordinary resolution materially alters its scope and is therefore not permitted, the decision taken by vote on the unamended resolution shall stand.

ADMINISTRATIVE ARRANGEMENTS

40. MEANS OF COMMUNICATION

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, including for the specified time to be less than 48 hours, and that agreement shall be effective to deem such service upon the director for the purposes of these Articles and the business of the Company conducted under them.

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 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 To prove 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

41.1 Except as provided by law or authorised by the Board or an ordinary resolution of the Company, no person (including a Member Club) is entitled to inspect any of the Company's accounting or other records or documents.

42. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

42.1 The Board may 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

43.1 The Board may, subject to the requirements of the Act, 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].

43.2 If there is any 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 or her as a relevant officer in the actual or purported execution and/or discharge of his or her duties, or in relation to them, including any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in

which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or 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 or 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 Board 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 or her capacity as auditor).