THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF BRITISH MOUNTAINEERING COUNCIL

Incorporated under the Companies Act 1985
on 22 November 1993
under No 2874177

(As amended by Special Resolution on 25 April 1998, 22 April 2006, 21 April 2007, 27 April 2013, 26 April 2014 and [DATE] 2018)

And, by virtue of s28 Companies Act 2006, containing provisions previously contained in the Memorandum of Association.

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THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

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OF

BRITISH MOUNTAINEERING COUNCIL

1. INTERPRETATION

1.1 In these Articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

Words	Meanings
the Act	the Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force
Account Date	31 December
Area	a geographical region defined by National Council pursuant to these Articles
Affiliated Clubs	those clubs recognised to be affiliated to the Company under article 9.6
Area Meeting	a meeting of the Members in a particular Area held in accordance with these Articles
Associate Members	those members of the Company under article 9.5.5 who shall not be Voting Members
the or these Articles	the Articles of Association of the Company, as amended from time to time
Board	the board of Directors
CEO	the Chief Executive Officer of the Company from time to time
Chair	the chair of Directors appointed in accordance with these Articles
Clear Day	in relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect
Club Members	those members of the Company under article 9.5.4
Company	the company regulated by these Articles

Connected Person	(a) any child or parent of a Director (and includes any step-child or illegitimate child); (b) the spouse, civil partner of a Director or any person falling within (a) (and includes any person with whom a Director lives as partner in an enduring relationship); (c) a person carrying on business in partnership with a Director or with any person falling within (a) or (b); (d) an institution which is controlled: (i) by a Director or by any person falling within (a), (b) or (c), or (ii) by two or more persons falling within (d)(i), when taken together; (e) a body corporate in which (i) a Director or any connected person falling within any of paragraphs (a) to (c) has a substantial interest, or (ii) two or more persons falling within (e)(i) when taken together, have a substantial interest (and substantial interest shall mean a right to exercise more than 20% of the voting rights at a general meeting); and (f) a person who is acting as a trustee of a trust, a beneficiary of which is a Director or any person falling within a), b) or c) above, or the terms of which confer a power on the trustee to exercise in favour of the Director each as more particularly described in sections 252 to 256 of the Act.
Councillor	a` member of the National Council
a Director	a director of the Company for the purposes of the Act and Directors means all the directors of the Charity
Elected Officer	a person elected to the National Council in accordance with article 18
Electronic Form	something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form
Eligible Director	a director who is eligible to vote in relation to a decision of the Board
ex officio Executive Directors	the CEO
Finance Director	the Finance Director of the Company from time to time
Financial Expert	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
Funded Partners	the organisations with which the Company from time to time partners (in its role as the overall representative body for climbers, hillwalkers and Mountaineers) in order to obtain grant funding from public bodies
General Meeting	a general meeting of the Company
Honorary Members	those members of the Company under article 9.5.2
Independent Director	an independent director who is appointed on a voluntary basis under article 19.3 and who meets the criteria under article 19.5
Individual Members	those members of the Company under article 9.5.1

Members	means all members of the Company, both Voting Members and Associate Members
Mountaineering	has the meaning prescribed in Article 4
Mountaineers	has the meaning prescribed in Article 4
National Council	the member representative group established under the Articles
Nominations Committee	A committee of the Directors established in accordance with article 23.4
the Objects	the objects of the Company set out in Article 4
the Office	the registered office of the Company
Official Magazine	the magazine known as "Summit" or such other publication determined by the National Council as the official magazine of the Company
Patron	a patron of the Company appointed under these Articles
President	the person who is from time to time the president of the Company appointed under these Articles
the Register	the register of Voting Members of the Company kept pursuant to the Act
Reserved Matters	matters on which National Council should be consulted in accordance with article 21.3 and set out in schedule 1 of these Articles
the Seal	the common seal of the Company, if it has one
the Secretary	any person appointed to perform the duties of secretary of the Company
Senior Independent Director	an Independent Director appointed from time to time to be the senior independent director in accordance with article 19.8
Senior Management Team	Such senior posts as are designated from time to time by the Directors in accordance with article 27
Vice President	A vice president of the Company appointed pursuant to these Articles
Voting Member	a member of the Company for the purposes of the Act and shall include Individual Members, Honorary Members, Patrons and Club Members but shall not include Associate Members
in writing or written	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

1.2 Unless specifically stated otherwise:

1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company;

1.2.2 Words denoting the singular include the plural and vice versa;

1.2.3 Words denoting any one gender include all genders;

1.2.4 Each reference to "person" includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality); and

1.2.5 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.3 The Companies (Model Articles) Regulations 2008 shall not apply to the Company.

2. **NAME & OFFICE**

2.1 The name of the Company is British Mountaineering Council.

2.2 The Office of the Company will be situated in England.

3. **GUARANTEE**

Every Member undertakes that if the Company is wound up while he is a Member, or within one year after he ceases to be a Member, that Member will contribute to the assets of the Company such amount as may be required for the payment of the debts and liabilities of the Company contracted before he ceases to be a Member, payment of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves not exceeding £1 in the case of each Member.

4. **OBJECTS**

4.1 The only objects for which the Company is established are to:

4.1.1 act as representative body for the sport and recreation of Climbing, Mountaineering (which shall include ski-mountaineering) and Hillwalking (collectively referred to as `**Mountaineering**') for Great Britain and to represent directly to all appropriate authorities, institutions, organisations and associations in the interests of climbers, mountaineers and hillwalkers (collectively referred to as '**Mountaineers**');

4.1.2 encourage promote and develop the interests of British Mountaineers and their activities and to act as a forum for Members of the Company;

4.1.3 encourage promote and develop access to cliffs and crags, mountains and hills of all descriptions for all Mountaineers;

4.1.4 encourage promote and undertake the writing, publication and dissemination of information relating to Mountaineering;

4.1.5 encourage promote develop and undertake works and techniques to safeguard and conserve the environment within which cliffs crags mountains and hills of all descriptions are located;

4.1.6 encourage and promote amongst Mountaineers the fullest regard for the mountain environment and wilderness values;

4.1.7 encourage and promote safety and good practice in all aspects of Mountaineering;

4.1.8 provide or promote facilities for climbing and training and instruction;

4.1.9 oversee, organise and control climbing competitions in the United Kingdom.

("**the Objects**").

5. POWERS

5.1 In furtherance of the Objects but not further or otherwise, the Company shall have the following powers:

5.1.1 to provide and arrange insurance services, travel facilities and other services for Members of the Company;

5.1.2 to adopt such means of making known and advertising the activities of the Company as may seem appropriate;

5.1.3 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;

5.1.4 subject to such consents (if any) as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Company;

5.1.5 subject to such consents (if any) as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;

5.1.6 to raise funds and organise appeals, to apply for funding and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions;

5.1.7 to set aside funds for special purposes or as reserves against future expenditure;

5.1.8 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

5.1.9 to delegate the management of investments to a Financial Expert;

5.1.10 to arrange for investments or other property or assets of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Directors or of a Financial Expert acting under their instructions and to pay any reasonable fee required;

5.1.11 to establish, support, act as Director of or aid in the establishment and support of any company, associations, institutions or trusts (charitable or otherwise) and to subscribe or guarantee money in any way connected with the Objects or which shall further the Company's interests or any of them;

5.1.12 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;

5.1.13 to provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Company;

5.1.14 to insure the property and assets of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;

5.1.15 to co-operate with other not for profit groups, charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;

5.1.16 to subscribe to, support, affiliate, become a member of, transfer all or any of the Company's property to, amalgamate with or cooperate with any other organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company;

5.1.17 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;

5.1.18 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;

5.1.19 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

5.1.20 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;

5.1.21 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Company receiving any consideration or advantage;

5.1.22 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;

5.1.23 to provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus;

5.1.24 to make applications for consent under bye-laws or regulations and other like applications;

5.1.25 to enter into contracts and provide services to or on behalf of other bodies;

5.1.26 to establish or acquire subsidiary companies to assist or act as agents for the Company; and

5.1.27 to do all such other lawful things as shall further the attainment of the Objects.

6. USE OF INCOME AND PROPERTY

6.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and no Director 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 this Article shall not prevent any payment in good faith by the Company:

6.1.1 of reasonable and proper remuneration to any Member, officer or employee of the Company (not being a Director) for any goods or services supplied to the Company and of travelling expenses necessarily incurred in carrying out the duties of officer or employee of the Company;

6.1.2 of interest at a reasonable rate on money lent by any Member or Director;

6.1.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Director;

6.1.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Director may be a member holding not more than one per cent part of the issued share capital of that company;

6.1.5 of a payment to the ex officio Executive Director by virtue of their employment with the Company;

6.1.6 to any Director of reasonable out-of-pocket expenses;

6.1.7 of an indemnity to any Director in respect of any liabilities properly incurred in running the Company in accordance with Article 32

6.1.8 of the payment of remuneration to a Director for services under a contract with the Company as authorised by Article 6.2;

6.1.9 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Directors as permitted under these Articles;

6.1.10 of the provision to any Member or Director of benefits in furtherance of the Objects.

6.2 Save for the ex officio Executive Directors, directors shall not be employees of the Company, but a Director or a Connected Person may enter into a contract with the Company to supply services or goods to the Company in return for a payment or other material benefit if:

6.2.1 the services or goods are actually required by the Company;

6.2.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and recorded in an agreement in writing;

6.2.3 the number of Directors (together with the ex officio Executive Directors) who are interested in any such a contract in any financial year of the Company is in the minority; and

6.2.4 before entering into such a contract, the Directors have decided that they are satisfied that it would be in the best interests of the Company, and likely to promote the success of the Company, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Director or a Connected Person) to, or on behalf of, the Company for the amount or maximum amount of benefit or payment.

7. CONFLICTS OF INTEREST

7.1 To the extent required by law every Director must disclose to the Company all matters in which he or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Company.

7.2 To the extent required by law every Director is obliged to avoid situations in which he has (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Company. Where a Director is unable to avoid such a situation, this obligation is not infringed if:

7.2.1 the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or

7.2.2 the matter has been proposed and authorised by the Directors in the manner set out in Article 7.3.

7.3 A matter proposed to the Directors, in relation to which a Director(s) is/are conflicted, may only be authorised by the Directors where:

7.3.1 any requirements as to the quorum at the Board meeting at which the matter is considered is met without counting the Director(s) in question;

7.3.2 the matter is authorised without the Director(s) in question voting on the matter (or would have been agreed to had their vote not been counted); and

7.3.3 the Director(s) in question is absent from the Board meeting for that item unless expressly invited to remain to provide information.

7.4 Subject to this Article 7, where a Director or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Company, the Director must:

7.4.1 declare the nature and extent of that interest either at a Board meeting or by written notice before the Company enters into the transaction or arrangement;

7.4.2 be absent from the Board meeting for that item unless expressly invited to remain in order to provide information;

7.4.3 not be counted in the quorum for that part of the Board meeting; and

7.4.4 be absent during any vote and have no vote on the matter (whether in a Board meeting or by written resolution).

7.5 Notwithstanding Article 7.4, a Director who is interested in a proposed transaction or arrangement with the Company may participate in the decision-making process and count towards the quorum for that part of the Board meeting, and be permitted to vote, if the proposed transaction or arrangement is one falling within Article 7.6 (“a permitted cause”).

7.6 This Article applies when a Director’s interest in a proposed transaction or arrangement cannot reasonably be regarded as likely to give rise to a conflict of interest, or the Director’s conflict of interest arises from any of the following permitted causes:

7.6.1 where the proposed transaction or arrangement is one which applies to the Director(s) in question in common with other third parties and there is no benefit to the Director(s) in question over and above that afforded to such third parties;

7.6.2 any transaction or arrangement with another not for profit body of which a Director is a trustee or director or with which he is otherwise connected and which is in furtherance of the objects of the Company and which does not confer a personal benefit on the Director, and without prejudice to the generality of the foregoing;

7.6.3 any transaction or arrangement with a company limited by shares or a company limited by guarantee which is wholly owned by the Company (or the Company and other entities) and in which a Director does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Director; and

7.6.4 where the benefit is so negligible or minimal that it could not reasonably be regarded as giving rise to a conflict of interest.

7.7 Subject to article 7.8, if a question arises at a Board meeting as to the right of a Director to participate in the Board meeting (or part of the Board meeting) for voting or quorum purposes, the question may, before the conclusion of the Board meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair shall be final and conclusive.

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

8. MEMBERS' LIMITATION OF LIABILITY

The liability of the Members is limited.

9. MEMBERS

9.1 The number of Members shall be unlimited.

9.2 Members shall be those persons admitted in accordance with these Articles and, in the case of Voting Members, whose names shall have been entered in the Register.

9.3 The rights and privileges of a Member shall be personal to the Member and membership shall not be transferable and shall cease upon death, resignation, failure to pay subscriptions under Article 9.8 or in the event of termination under Article 10.

9.4 Every Member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of or prior to his becoming a Member.

9.5 The Company shall have the following classes of membership:

9.5.1 Individual Members - who shall be any person with an interest in Mountaineering and who shall submit an application in a form prescribed by the Directors (and who shall consent in writing to become Members) and who is then admitted to membership on payment of the appropriate subscription fee;

9.5.2 Honorary Members – who shall be Individual Members (and afforded the rights thereof) but who are invited to be Honorary Members by the Directors in consultation with National Council and shall not be liable to pay a subscription fee;

9.5.3 Patrons – who shall be Individual Members (and afforded the rights thereof) but who are invited to be Patrons by the Directors in consultation with National Council and shall not be liable to pay a subscription fee.

9.5.4 Club Members

(a) all those members of an Affiliated Club listed in the returns made by that Affiliated Club to the Company shall become Club Members on payment by the Affiliated Club to the Company of the appropriate subscription fee;

(b) such Club Members shall be entitled to be upgraded to Individual Members on payment of the appropriate upgrade fee and shall be entitled to all the privileges and services provided to other Individual Members

and the above categories of Members shall be the Company's Voting Members

9.5.5 Associate Members

(a) any company, organisation, club, association or business wishing to be affiliated to the Company but not being eligible to become an Affiliated Club shall be entitled to apply to be an Associate Member on complying with such requirements as are from time to time specified by the Directors in consultation with National Council and on payment of the appropriate subscription fee but shall not be entitled to the privileges and services available to Voting Members save any privileges and services that are from time to time specified by the Directors in consultation with National Council;

(b) any partnership or unincorporated association wishing to apply to be an Associate Member shall nominate a member of that partnership or unincorporated association to make an application to the Company on behalf of that partnership or unincorporated association and on acceptance that person shall be designated an Associate Member and shall thereupon be entitled to exercise all the rights of an Associate Member of the Company on behalf of that partnership or unincorporated association until such time as that person shall be replaced by a new representative nominated by that partnership or unincorporated association to be the Associate Member on behalf of that partnership or unincorporated association in his place and the Company shall accept as valid and binding evidence of such nomination a letter signed by any two partners of that partnership or by the president or chairman of that unincorporated association and countersigned by the secretary of that unincorporated association.

9.6 Affiliated Clubs

9.6.1 A club or other association (hereinafter referred to as 'club') shall be eligible to affiliate to the Company as an Affiliated Club if;

(a) its principal object is Mountaineering;

(b) its headquarters are in Great Britain; and

(c) it is controlled by its own members; or

(d) in the opinion of the Board, after consultation with National Council, its affiliation would be in the best interests of the Company notwithstanding that it fails to meet one or more of the foregoing criteria.

9.6.2 An Affiliated Club shall file with the Company returns stating the number of members of the Affiliated Club resident in the United Kingdom (and shall be entitled to include members resident elsewhere), their names and addresses and such other information as the Company may from time to time require and at such times and for such periods as the Company may from time to time require and shall pay the appropriate membership fee on behalf of the members of that club included in such return whereupon those members shall be admitted as Club Members of the Company entitled to the privileges and services from time to time provided to Club Members;

9.6.3 In the event of the Company being wound up an Affiliated Club shall on demand pay to the Company the sum guaranteed by Article 3 on behalf of those members of the Affiliated Club who have been included in a return filed with the Company by that Affiliated Club pursuant to Article 9.6.2 at any time within the preceding period of one year.

9.7 Acceptance & Eligibility

(a) The CEO shall notify every new Individual Member, Associate Member and Affiliated Club that their application has been accepted and that such membership or affiliation shall be confirmed on payment of the appropriate subscription fee

and he shall thereupon be bound by these Articles whether or not he shall have signed a written statement to that effect.

(b) The Board, after consultation with, National Council shall determine the eligibility of a Member and the affiliation of an Affiliated Club and may determine if membership has lapsed or if Membership should be terminated pursuant to Article 10

9.8 Subscriptions

9.8.1 Every Individual Member, Associate Member and Affiliated Club shall pay to the Company such single annual or other periodic subscription as the Directors in consultation with National Council may from time to time determine and shall accept the terms and conditions of membership appertaining to the appropriate class of membership or any changes therein. Any annual subscription shall be due and payable in the case of an Individual Member on the anniversary date of his becoming a Member and in the case of other Members on the day following the Account Date or such other date as may be determined by the Board, after consultation with National Council.

9.8.2 If two or more Individual Members cohabit as a family they may be eligible to pay a reduced subscription at such rate as the Board, after consultation with National Council may from time to time determine. The Board shall be the sole arbiter of whether such Individual Members constitute a family and its decision shall be final.

9.8.3 Members shall pay to the Company such fees or sums in respect of the use of any of the facilities, activities or services of the Company as the Board, in consultation with National Council, may from time to time determine. Any proposed increase in fees at a level over the annual rate of inflation (calculated in accordance with the RPI) shall be a Reserved Matter under these Articles requiring consultation with National Council.

9.9 Non-Payments

9.9.1 An Individual Member who resigns or who is removed from membership by virtue of his failure to pay his subscription when the same is due shall not be entitled to exercise any of the rights conferred on him by these Articles or the Act and the date of his removal or resignation shall be noted on the Register of Members;

9.9.2 If an Associate Member resigns or is removed from membership by virtue of his failure to pay his subscription when the same is due he shall not be entitled to exercise any of the rights conferred on him by these Articles or the Act and the date of his removal or resignation shall be noted on the Register of Members;

9.9.3 If an Affiliated Club fails to pay subscription for its members or to file a return pursuant to Article 9.8.1 for three calendar months after the same is due its members shall not be entitled to exercise any of the rights conferred on them by these Articles or the Act as Club Members and the Board, after consultation with National Council may resolve to remove such Club Members from membership and to note the date of their removal on the Register of Members and such club shall thereupon cease to be an Affiliated Club.

9.10 Non-voting Individual Members

9.10.1 Subject to the provisions of these Articles and notwithstanding the above, the Board, after consultation with National Council may from time to time establish informal or supporter categories of membership and set out the rights and responsibilities in relation to the same, save that such members shall not be entitled to vote.

10. TERMINATION OF MEMBERSHIP

10.1 A Member may resign from membership by giving written notice to the Company.

10.2 The Board, after consultation with National Council may at any time by written notice sent by pre-paid post to his last known address request a Member to withdraw from membership of the Company. Such notice shall be sent only if the majority of Directors present and voting at a properly convened and constituted meeting of the Board so decide and must specify the reason for the request and advise that Member of his right to make representations to the Board.

10.3 Any Member requested to withdraw from membership by the Board shall be entitled to submit written representations to the Board as to why he should remain a Member such representations to be delivered to the CEO within one calendar month of the date of the notice requesting him to withdraw.

10.4 If any Member requested to withdraw from membership under Article 10.2 shall fail to deliver to the CEO written representations as to why he should remain a Member within the time for so doing that Member shall thereupon cease to be a Member and the date of his removal shall be noted on the Register of Members.

10.5 Any Member who is requested to withdraw from membership and makes written representations within the time for so doing under Article 10.2 shall remain a Member until such time as a properly convened and constituted meeting of the Board shall consider such representations and, in consultation with National Council, confirm or reverse its decision.

10.6 In the event of the Directors in consultation with National Council confirming its decision following consideration of representations made by such Member that Member shall thereupon cease to be a Member and the date of his removal shall be noted on the Register of Members and he shall be notified accordingly.

10.7 The Board may similarly and in like manner to the procedure set out Article 10.2 notify an Affiliated Club of its intention to terminate the affiliation of that club and thereby terminate the membership of those Club Members who are members of that Affiliated Club and similar provisions to those contained in Articles 3 to 10.6 inclusive shall apply.

11. GENERAL MEETINGS

11.1 The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at which the Board shall present the annual report and the Company's annual accounts and at which the Company's auditors shall be appointed in accordance with the Act.

11.2 The Annual General Meeting shall be held within six months from the last Account Date and not more than fifteen months after the date of the last preceding Annual General Meeting. Subject to that, the Annual General Meeting shall be held at such time and place as may be determined by the Board, after consultation with National Council and shall be so described in the notice calling it.

11.3 All other meetings of the Company shall be known as General Meetings.

12. NOTICE OF GENERAL MEETINGS

12.1 Not less than sixty days advance notice of the intention to hold a General Meeting must be given to all persons entitled to receive notice stating the place, date and time of such meeting and the purpose of it.

12.2 All resolutions to be submitted to a General Meeting shall be delivered to the CEO in writing not less than forty five Clear Days before the date of the meeting and shall be signed by not less than

100 Voting Members as proposers of the Resolution and failure to comply with these requirements shall render the resolution invalid.

12.3 Nominations of any candidate proposed for election to the office of President, Vice-President or Treasurer shall be delivered to the CEO not less than forty five Clear Days before the date of the General Meeting and shall be signed by two Voting Members of the Company and failure to comply with these requirements shall render the nomination invalid, subject nevertheless to the provisions of Article 12.23

12.4 Due notice pursuant to Article 12.8 and 12.9 shall be provided to all Members and such other persons as are entitled to receive such notice pursuant to these Articles or the Act of a General Meeting and such notice shall include the agenda, resolutions duly proposed for consideration and nominations of candidates duly proposed for election, form of proxy, and, in the case of an Annual General Meeting, the annual report and the annual accounts.

12.5 Otherwise the Directors, or the President, may whenever they or he thinks fit call General Meetings and on the requisition of not less than 100 Voting Members shall immediately proceed to convene a General Meeting in accordance with those provisions. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum at a Board meeting any Director or any Member may call a General Meeting.

12.6 Notice of General Meetings shall be given to all Members and any other person entitled to receive notice under the Act or in accordance with these Articles ("persons entitled to receive notice").

12.7 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

12.8 Not less than twenty eight Clear Days' notice shall be given to all persons entitled to receive notice of any General Meeting at which business classified as special pursuant to Article 13 is to be conducted.

12.9 Not less than twenty one Clear Days' notice shall be given to all persons entitled to receive notice of any General Meeting at which no special business is to be conducted pursuant to Article 13.

12.10 No business shall be transacted at any General Meeting unless a quorum of Voting Members is present. Save as herein otherwise provided fifty Voting Members shall be a quorum.

12.11 If, within thirty minutes from the time appointed for the holding of a General Meeting, a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of Voting Members, shall be dissolved. In any other case, it shall stand adjourned to such time, date and place as the Board determines [if the adjourned meeting does not take place within 30 days of the scheduled date of the original meeting, notice of the adjourned meeting shall be given in the same manners as the original meeting], and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, the Voting Members present shall be a quorum.

12.12 The President shall preside as chair at every General Meeting of the Company or if he shall not be present within thirty minutes after the time appointed for holding the meeting, or shall be unwilling to preside, one of the Vice Presidents (if any) shall, if present and willing to act, preside as chair failing which the Councillors present shall elect one of their number to be chair of that meeting if none of the above are able or willing to chair the General Meeting, then the Voting Members present shall select a Voting Member to chair the meeting.

12.13 The chair of the meeting may with the consent of any General Meeting at which a quorum is present (and shall if so directed by the General Meeting) adjourn the General Meeting from time to time and from place to place but no business shall be transacted at any adjourned General Meeting other than business which might properly have been transacted at the General Meeting had the adjournment not taken place. If a meeting is adjourned until a date later than the 30 days

of the scheduled General Meeting, then notice of the adjourned meeting shall be given in the same manner as the original meeting.

12.14 At any General Meeting, any resolution put to the vote of the meeting as "ordinary business" shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is:

12.14.1 demanded by the chair of the meeting; or

12.14.2 by at least twenty Voting Members present in person having the right to vote at the meeting (including proxies).

12.15 Any business deemed as "special business" put to the vote at a General Meeting shall be decided by way of a poll.

12.16 Unless a poll is so demanded, a declaration by the chair that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

12.17 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

12.18 A demand for a poll made by a proxy for a Voting Member will be treated in the same way as a demand made by the Voting Member which appointed that proxy.

12.19 A poll shall be taken in accordance with any regulations from time to time in place and made by the Board after consultation withNational Council. In the absence of such regulations, a poll shall be taken as the chair of the meeting directs. The result of the poll vote shall be deemed to be the resolution of the General Meeting at which the poll was demanded. Any other business may be proceeded with whilst awaiting the result of a poll provided that the business does not bear any relation to the vote subject of the poll.

12.20 No poll may be demanded on the election of a chair of a General Meeting or on any question of adjournment.

12.21 An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if the proposed amendments do not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

12.22 A special resolution to be proposed at a General Meeting may be amended by ordinary resolution if the Chair of the meeting proposes the amendments at the General Meeting at which the resolution is to be proposed and the amendment does not go beyond which is necessary to correct a grammatical or other non-substantive error in the resolution.

12.23 In addition to Articles 12.3, nominations for the appointment of any Elected Officer for which no valid nomination has been received by the CEO in advance of the General Meeting may be made from the floor and voted on at an Annual General Meeting and in such cases it shall be sufficient for one Voting Member to propose and one Voting Member to second the nomination.

12.24 Proposals other than those set out in Article 12.23 may be made from the floor at a General Meeting and the chair of the meeting may take a vote on such a proposal amongst that proportion of the Voting Members present at the General Meeting but such a vote shall not be binding on the National Council and nor shall it be considered as or deemed to be a resolution of the Company.

13. GENERAL MEETINGS – ORDINARY AND SPECIAL BUSINESS

13.1 All business transacted at a General Meeting shall be classified as ordinary or special.

13.2 Consideration of the annual accounts and Directors' report, the fixing of the remuneration of the auditors and the fixing of the rates of Members' subscriptions for the following calendar year at an Annual General Meeting shall be deemed "**ordinary business**"

13.3 All other business transacted at an Annual General Meeting for which a Special Resolution is not required by the Act shall also be deemed "**ordinary business**"

13.4 All other business transacted at an Annual General Meeting and all business transacted at a General Meeting shall be deemed "**special business**".

14. VOTING AT GENERAL MEETINGS

14.1 At a General Meeting every Voting Member shall have one vote (whether on a show of hands or on a poll) to be cast by the Voting Member either personally or by proxy, provided that such Voting Member is:

14.1.1 aged 18 years or over at the date of the General Meeting;

14.1.2 has paid any subscription due and payable to the Company.

14.2 For the avoidance of doubt, Associate Members and Affiliated Clubs shall not be entitled to vote.

14.3 No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid for all purposes. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

14.4 Every Voting Member who is eligible to vote at a General Meeting shall be entitled to appoint another person as his proxy in accordance with the Act. A proxy does not need to be a Member.

14.5 Proxies may only be validly appointed by a notice in writing (a “proxy notice”) which states the name and address of the Voting Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which he is appointed, is signed by or on behalf of the Voting Member and is delivered to the Company in accordance with these Articles.

14.6 The Directors may require proxy notices to be delivered in a particular form.

14.7 Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution or may allow the proxy to vote in their discretion.

14.8 Unless a proxy notice indicates otherwise, as per Article 14.7 it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the General Meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

14.9 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned meeting to which it relates.

14.10 An appointment under a proxy notice may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

14.11 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

14.12 Proxies must be lodged with the CEO not less than 48 hours before the General Meeting to which it relates and may be lodged in such manner as the CEO directs (including by electronic means).

14.13 [Notwithstanding the above, any Voting Member may vote in relation to a resolution put to a vote at the General Meeting by any such electronic means (including through an online voting facility) as the Board makes available to such Voting Members provided suitable safeguards are in place to establish the Voting Member's eligibility to vote on a particular resolution.]

15. **WRITTEN RESOLUTIONS OF MEMBERS**

15.1 Except in the case of a resolution to remove a Director or an auditor before the end of their term, a resolution in writing is as effective as a resolution actually passed at a General Meeting duly convened and held provided that:

15.1.1 in the case of a special resolution, it is stated on the resolution that it is a special resolution, it is signed or otherwise agreed by at least 75% of all those Voting Members entitled to receive notice of and to attend General Meetings;

15.1.2 in the case of an ordinary resolution, it is signed or otherwise agreed by a majority of all those Voting Members entitled to receive notice of and to attend General Meetings; and

15.1.3 it complies with any other legal requirements from time to time.

15.2 A resolution in writing is passed when the required majority of Voting Members have signified their agreement to it in such manner stipulated by the Board at the time of circulation.

16. **NATIONAL COUNCIL**

16.1 There shall be a National Council of the Company whose purpose shall be to act as a representative body of the Members and to consult with and constructively challenge the Board on their behalf.

16.2 The National Council shall comprise the following Councillors, being:

16.2.1 the Elected Officers (ex officio);

16.2.2 the CEO (ex officio);

16.2.3 two representatives from time to time elected from each Area elected in accordance with the usual practices of that Area ("Area Reps");

16.2.4 up to 5 persons co-opted by the National Council ("Co-opted Councillors").

16.3 The ex officio Councillors shall serve in office for so long as they occupy the office which entitles them to be a Councillor.

16.4 In the event of a vacancy in the office of an ex officio Councillor or in the event such person does not consent to act, the position will remain vacant.

16.5 Subject to Article 28.5.2, the Area Reps will serve for so long as the relevant Area determines.

16.6 The Co-opted Councillors shall serve in office for one year, but may be re-appointed for up to nine consecutive years.

16.7 No person shall be eligible to serve as an Elected Officer or a Councillor unless that person is either an Individual Member or a Club Member.

16.8 A Councillor shall cease to hold office in any of the circumstances in which a Director would cease to hold office under Article 22.

16.9 National Council shall meet not less than three times each year and their meetings shall be held in accordance with any rules and regulations agreed by National Council, provided the same are not inconsistent with and do not conflict with these Articles.

16.10 The quorum for National Council meetings shall be not less than ten Councillors.

16.11 All Councillors shall be entitled to attend and vote at all National Council meetings. Councillors shall follow the procedure in relation to the management of conflicts of interest as the Directors must follow under under Article 7 and Councillors shall observe the same rules and principles in relation to the management of conflicts of interest as the Directors observe under that Article.

16.12 The President shall preside over all National Council meetings unless he is unable or unwilling to do so in which case, the Councillors present shall appoint one of their number to preside.

16.13 Questions arising at any meeting of National Council shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

16.14 Any Director who is not a Councillor shall be entitled to attend and speak at National Council meetings and receive papers in relation to the same, but shall not be entitled to vote, unless they are themselves Councillors.

16.15 The National Council may invite other individuals or may invite organisations to appoint a representative to attend meetings of the National Council whether on a regular or an occasional basis as an observer and such persons shall be entitled to speak but not to vote.

16.16 The Councillors for the time being may act notwithstanding any vacancy in their body provided always that in case the Councillors shall at any time be or be reduced in number to less than the quorum, it shall be lawful for them to act as the National Council only for the purpose of admitting persons as Councillors.

16.17 A resolution in writing signed by at least 75% of all the Councillors or agreed to in Electronic Form by at least 75% of Councillors for the time being shall be as valid and effectual as if it had been passed at a meeting of the National Council.

16.18 All acts bona fide done by any meeting of the National Council or by any person acting as a Councillor shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Councillor 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 or had duly continued in office and was qualified to be a Councillor.

16.19 National Council may set up working parties or groups in order to assist or advise it in relation to carrying out its role.

16.20 Councillors may attend meetings in person or by suitable electronic means provided that every Councillor is able to participate in such meeting.

17. ROLE OF NATIONAL COUNCIL

17.1 The role of National Council shall include:

17.1.1 To consult with and constructively challenge the Board on behalf of the Members;

17.1.2 Being consulted upon decisions in relation to membership pursuant to Articles 9 and 10;

17.1.3 Providing an intermediary forum between the Board and the Members ensuring effective communications between the two bodies;

17.1.4 Representing the interests of the Members to the Board;

17.1.5 Being consulted upon in regard to Reserved Matters under these Articles;

17.1.6 Making appointments to fill any vacancies in the Elected Offices;

17.2 For the avoidance of doubt, the National Council shall be entitled to be consulted upon the Reserved Matters but it shall not be entitled to direct the affairs of the Board which shall always remain the ultimate decision making body and be legally responsible for the management, administration and setting the strategy of the Company.

18. **ELECTED OFFICERS**

18.1 The Elected Officers of the Company whose positions shall be honorary and who shall be elected by the Voting Members at an Annual General Meeting of the Company shall comprise,

18.1.1 a President;

18.1.2 not more than 3 Vice-Presidents;

18.1.3 a Treasurer.

18.2 Each Elected Officer shall be appointed for a three year term. At the end of each term, an Elected Officer who remains able and willing to do so, may be re-appointed for up to two further terms of three years. A retiring Elected Officer who has served in office for nine consecutive years shall not be eligible for re-election until a period of at least four years has elapsed since they last held office.

18.3 Subject to article 18.2, National Council shall have power to appoint and dismiss one or more non-executive Vice Presidents from time to time for such term and such purposes as National Council shall determine and such positions shall be honorary.

18.4 Any such non-executive Vice President so appointed shall not be a Director and shall not be a member of the National Council.

19. **BOARD OF DIRECTORS**

19.1 Until otherwise determined by an ordinary resolution of the Company, the number of Directors shall not be less than five and no more than twelve.

19.2 The Directors in office on the date on which these Articles are adopted shall be the Directors of the Company who shall serve in office for the period until the Annual General Meeting in 2019 ("the **Transitional Period**"). After that, the Articles below shall apply (unless otherwise stated or the context otherwise requires). During the Transitional Period, the actions in schedule 2 of these Articles will be carried out.

19.3 After the Transitional Period, the Board of Directors shall comprise:

19.3.1 The President (ex officio);

19.3.2 Up to 3 Directors appointed by National Council, one of whom may represent Affiliated Clubs, provided that the total number of Directors appointed by National Council, together with the President, shall not at any time exceed one third of the total number of Directors from time to time in office;

19.3.3 The ex officio Executive Director;

19.3.4 Up to 7 Directors co-opted by the Directors following recommendation from the Nominations Committee who shall not be current Councillors or employees or officers of the Company or persons closely connected to such persons (or have been such persons within the last four years) ("Independent Directors") and the Independent Directors shall comprise at least 25% of the total number of Directors at any time.

19.4 For the avoidance of doubt, the Directors who serve in office during the Transitional Period may be eligible to serve as Directors if appointed to office under the relevant provisions of Article 19.3 and their term of office (for the purpose of Article 20) shall take into account the period already served as a Director for the purposes of Article 20.

19.5 The Independent Directors shall be co-opted in view of their particular skills and expertise and in light of the skills and expertise on the Board at any given time (and any skills not currently/prospectively available do the Board). It is envisaged that this will include a Director with finance expertise and where possible a Director representing Funded Partners. Appointments shall be made following open selection and an interview process conducted by the Nominations Committee.

19.6 When making appointments to the Board, the relevant appointing bodies (as applicable) shall have regard to an aspiration to ensure gender equality (with at least 30% of the Directors being female at any time) and demonstrating a commitment to ensuring diversity on the Board as a whole.

19.7 The Chair shall be appointed as follows:

19.7.1 During the Transitional Period, a Chair will be appointed by the Board following a nomination from the Nominations Committee and that person will be an Independent Director of the Company and his or her appointment will be subject to the approval of the Voting Members at the next General Meeting (which may be the Annual General Meeting) and until such time, he or she shall be entitled to act as Chair of the Company for the purposes of these Articles;

19.7.2 After the Transitional Period, the Board will appoint the Chair from amongst the Independent Directors subject to the approval of the Voting Members at the Annual General Meeting. If the Voting Members approve the appointment, the Chair's term of office begins on that date. If the Voting Members do not approve the appointment at that meeting, then the Board may appoint another Independent Director who is able and willing to do so to act as Chair subject to the approval of the Voting Members at that Annual General Meeting (in which case the Chair's term of office begins on that date) or appoint a person to act as chair for the time being until a Chair is approved by the Voting Members at a subsequent General Meeting (which may be the Annual General Meeting).

19.8 The Board shall annually appoint one of the Independent Directors who is able and willing to do so to be the Senior Independent Director and such person may be re-appointed by the Board for so long as he eligible to be an Independent Director.

19.9 In the event that the number of Directors appointed by National Council, together with the President, exceeds one third of the total number of Directors from time to time, either one of the Directors appointed by National Council shall abstain from voting for such period (as determined by National Council) or steps shall be taken by the Directors to promptly co-opt Director(s) to ensure the relevant ratios required by this Article 19 are maintained.

19.10 A person shall not be entitled to act as a Director whether on a first or any subsequent entry into office, until he has signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.

20. TERM OF OFFICE AND RETIREMENT OF DIRECTORS

20.1 Subject to Articles 20.2 and 20.3 each Director shall be appointed for a three year term. At the end of each term, a Director who remains able and willing to do so, may be re-appointed for up to two further terms of three years. A retiring Director who has served in office for nine consecutive years shall not be eligible for re-election until a period of at least four years has elapsed since they last held office.

20.2 The ex officio Directors shall serve as Directors for so long as they hold the relevant office which entitles them to do so.

20.3

20.4 The Chair shall serve in office for a term of up to three years and, provided he remains a Director, may be re-appointed following a recommendation of the Nominations Committee for up to two further terms of up to three years but subject to such re-appointment being approved by the Voting Members at the Annual General Meeting.

20.5 Notwithstanding anything in these Articles, the Company may by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Director before the expiration of his period of office.

21. POWERS AND DUTIES OF THE DIRECTORS

21.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Directors for which purpose they may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Directors by these Articles and a Board meeting at which a quorum of Directors is present may exercise all the powers exercisable by the Directors.

21.2 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, but only in so far as is permitted by law.

21.3 The Directors shall have regard to the Reserved Matters set out in Schedule 1 of these Articles and shall consult with the National Council when making a decision in relation to a Reserved Matter. The Reserved Matters are recognised and agreed by the Board and by National Council as being matters of such significance to the Company and its Members that it is appropriate for the views of National Council to be considered in relation to such matters.

21.4 When the Board consults with National Council in relation to a Reserved Matter under Article 21.3, National Council shall be mindful of the need to ensure the business of the Company continues efficiently and shall confirm its view within 28 calendar days of any request unless an urgent decision is required in which case the Board shall be entitled to request that National Council expedite its consideration of the matter in such timeframe reasonably specified by the Board. The National Council will give reasons for its view on any Reserved Matter presented to it.

21.5 The Board shall consider the views of National Council in relation to the Reserved Matter in question before making a final decision, or take the matter to the Voting Members for a decision at a General Meeting, if applicable.

21.6 Subject to the provisions of these Articles, and the law, the Directors may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

21.7 For the avoidance of doubt, the Directors remain legally responsible for the management and administration of the Company and are subject to their legal obligations and duties in relation to the same and the effective pursuit of the Objects.

22. DISQUALIFICATION OF DIRECTORS

22.1 The office of a Director shall be vacated if:

22.1.1 by one month's written notice he resigns from office (provided the number of remaining Directors form a quorum at a meeting);

22.1.2 he is a National Council appointed Director and the National Council removes him from office or he ceases to be a Member of National Council; or

22.1.3 he is an ex officio Director and ceases to occupy the office that entitles him to be a Director;

22.1.4 in the case of an Independent Director, the Directors pass a resolution to remove him from office on the basis that in their reasonable opinion, his conduct or behaviour is detrimental to the interests of the Company or otherwise in breach of any code of conduct in place from time to time;

22.1.5 he absents himself from Board meetings during a continuous period of six months without special leave of absence from the Directors and the Directors pass a resolution that he has by reason of such absence vacated office;

22.1.6 he is the subject of a written opinion by a registered medical practitioner who is treating that Director, addressed to the Company, stating that the Director has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

22.1.7 he dies;

22.1.8 he is automatically disqualified from being a Director under the Company Directors' Disqualification Act 1986 as amended from time to time;

22.1.9 he would be disqualified from acting as a charity trustee under Charities Act 2011; or

22.1.10 he acts in breach of any code, regulation or framework in place relating to the conduct of Directors and is removed in accordance with such code, regulation or framework.

23. PROCEEDINGS OF THE DIRECTORS

23.1 The quorum necessary for the transaction of business of the Directors shall be five, which must include an Independent Director and a Director appointed by National Council. The ex officio Directors shall never form a majority at meetings.

23.2 Unless otherwise resolved by the Directors, the Directors shall meet at least three times each year.

23.3 The Chair shall be entitled to preside at all Board meetings at which he shall be present. If there shall be no Chair or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to be chair of the meeting.

23.4 The Directors may delegate the administration of any of their powers to individual Directors or to committees of Directors and any such delegated authority must be used in accordance with any rules and terms of reference that the Directors impose. Notwithstanding the generality of this power of delegation, the Directors shall establish :

23.4.1 a Finance Committee to oversee the financial management of the Company;

23.4.2 a Nominations Committee with responsibility for advertising and making nominations for senior personnel;

23.4.3 any other specialist committees with the approval of National Council.

23.5 The Board shall determine the terms of reference for any such committees and their membership and may co-opt any person or people who are not Directors to serve on a committee, but any such committee must have at least one Director on it at all times.

23.6 All acts and proceedings taken under such delegated authority must be reported to the Directors as soon as reasonable and the Directors remain responsible for the actions of that committee.

23.7 Any committee of the Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.

23.8 Any of the Directors, or any committee of the Directors, can take part in a Directors meeting or committee meeting by way of:

23.8.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or

23.8.2 a series of video conferences or telephone calls from the Chair.

23.9 Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Directors decide otherwise.

23.10 The Chair may, and on the request of two Directors shall, at any time call a meeting of the Directors.

23.11 The Directors for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.

23.12 All acts bona fide done by any meeting of the Directors, or of any committee of the Directors, or by any person acting as a Director, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

23.13 The Directors shall cause proper minutes to be made in books provided for the purpose of:

23.13.1 all appointments of officers made by the Directors;

23.13.2 the names of Directors present at each meeting of the Directors and of any committee of the Directors; and

23.13.3 all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of the Directors.

23.14 Any minutes of any meeting, if purporting to be signed by the chair of that meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes. All minutes of meetings shall, subject to obligations of confidentiality be made available to National Council and to Members on request and published on the Company's website. The approach of the Board shall be open and transparent at all times and redaction should be the exception, rather than the norm. The decision as to whether a matter is confidential is for the Board to decide in its discretion.

23.15 The Directors shall publish a summary of key themes and discussion points after each meeting on the Company's website.

23.16 A resolution of the Directors may be taken by majority of the Eligible Directors at a meeting or by a resolution in writing agreed to by a majority of the Eligible Directors for the time being or of any committee of the Directors entitled to receive notice of a meeting of the Directors or of any such committee of the Directors (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Directors would not have formed a quorum at a Board meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a Director may indicate his agreement to a resolution in Electronic Form.

24. SECRETARY

A Secretary may be appointed by the Directors for such term at such remuneration (if not a Director) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Directors.

25. EXECUTION OF DOCUMENTS

The Directors shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Directors, or of a committee of the Directors, authorised by the Directors in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary (if any), or by a second Director, or by some other person appointed by the Directors for that purpose. Otherwise, documents shall be executed for and on behalf of the Company in accordance with the Act.

26. PATRONS

26.1 Any Patron appointed by National Council under Article 9 may be removed may be removed from office by the Board, in consultation with the National Council, on the basis that his actions or conduct is detrimental to the Company or its reputation.

27. CHIEF EXECUTIVE OFFICER AND SENIOR STAFF

27.1 The appointment, dismissal and determination of the terms and conditions of the Chief Executive Office shall be a matter for the Board and such persons shall report and be accountable to the Board.

27.2 Other staff shall, unless otherwise determined by the Board, be appointed by the Chief Executive Officer.

28. AREA MEETINGS

28.1 Purpose

Area meetings shall be convened for the following purposes:

28.1.1 to act as the prime forum in which Members may make their views known and to communicate those views to the National Council;

28.1.2 to report to the Members in that Area the views decisions and activities of the National Council, the Board and the CEO;

28.1.3 to discuss local issues and to liaise with other organisations with an interest in such issues and to represent the policies of the Company in connection with such issues;

28.1.4 to elect representatives to serve on National Council.

28.2 Areas

28.2.1 Subject to the powers of National Council to form, vary or disband any Area, the Areas shall be North Wales and South Wales; the Lake District; North West, London and South East, North East, The Peak District, the Midlands, South West and Southern, and Yorkshire or such alternative Areas as National Council shall from time to time decide.

28.2.2 Subject to compliance with its obligations regarding the holding of Area Meetings pursuant to Article 28.4, the chairman of an Area shall be entitled to convene "outreach" meetings at such locations within an Area as he deems appropriate to facilitate discussion of local issues and, so far as is applicable, such outreach meetings shall be conducted in accordance with the provisions of these Articles.

28.3 Attendance

28.3.1 Participation in each Area Meeting shall be open to all Voting Members resident in that Area (save those that have elected by notice to the CEO to attend Area Meetings for a different Area) and those Voting Members resident elsewhere who have elected by notice to the CEO to attend Area Meetings for that Area instead of those for the Area within which they reside.

28.3.2 Each Associate Member shall be entitled to nominate a representative to attend any Area Meeting.

28.3.3 The voting rights of Members attending an Area Meeting shall be as per voting rights at a General Meeting**.**

28.4 Meetings

28.4.1 Each Area Meeting shall be subject to such rules for the conduct and procedure of meetings as the National Council shall from time to time decide and the National Council shall be the arbiter in any dispute concerning any matter relating to an Area or Area Meeting.

28.4.2 Area Meetings shall be either "**Ordinary Area Meetings**" of which not less than seven days' notice shall be given to all Members entitled to attend and to the National Council or an "**Annual Area General Meeting"** of which not less than twenty eight days' notice shall be given to all Members entitled to attend and to the National Council.

28.4.3 Each Area shall hold an Annual Area General Meeting at least once in every calendar year not later than fifteen months after the last preceding Annual General Meeting and shall hold not less than four Ordinary Area Meetings in every calendar year.

28.5 Officers and Representatives

28.5.1 Each Area shall have an "**Area Chair**" and an "**Honorary Area Secretary**" who shall be elected at the Annual Area General Meeting of that Area. Each person duly elected shall hold office until the next Annual Area General Meeting. No person may hold office for more than five consecutive years.

28.5.2 At the Annual Area General Meeting there shall be elected two persons from the Area to serve on the National Council. No such person shall be elected to represent the Area for more than nine consecutive years.

28.5.3 No person shall be eligible for election to any office pursuant to Articles 28.5.1 and 28.5.2 unless that person is resident in that Area or has elected to attend that Area Meeting.

28.5.4 The provisions of Article 22 relating to disqualification from office shall apply to any person holding office pursuant to Articles 28.5.1 and 28.5.2.

28.6 Proceedings

28.6.1 The Quorum for an Annual Area General Meeting or an Ordinary Area Meeting shall be not less than five Voting Members entitled to attend that Area Meeting.

28.6.2 The conduct of an Area Meeting and voting at such meetings shall be in accordance with the procedures set out in these Articles for General Meetings of the Company so far as the same are applicable except that proxy votes shall not be allowed at Area Meetings.

28.7 Minutes and Reports

28.7.1 The Directors shall be entitled to be represented at all Area Meetings by someone nominated by them or a member of his staff and such person shall be entitled to speak at any such meeting but shall not be entitled to vote.

28.7.2 The proceedings of each Area Meeting shall be recorded in minutes of the Area Meeting of which a copy shall be sent to the Directors, National Council and to every Member present at that meeting within fourteen days of the date of the meeting and to every Member entitled to attend that Area Meeting who requests a copy. Copies may be circulated in Electronic Form.

28.7.3 At the Annual Area General Meeting the chairman of the meeting shall present a report on the activities carried on in that Area since the last preceding Annual Area General Meeting and shall deliver a copy of that report to the Directors within fourteen days of the date of the meeting.

28.8 Regulations

28.8.1 In all its proceedings an Area Meeting shall comply with and be governed by the provisions of these Articles so far as applicable and by any regulations made from time to time by the National Council for the purpose of regulating Area Meetings.

28.8.2 An Area Meeting shall not be entitled to assume any of the powers and duties of the Board, the National Council or to commit the Company to any policy or action save to the extent (if any) that it be so authorised from time to time by the Board by the Company in General Meeting, or by National Council to the extent that it is authorised to do so.

29. ACCOUNTS

Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company, carrying on activities of the nature carried on by the Company. Such accounts will be presented to National Council and to the Members in advance of their submission to Companies House.

30. REPORTING AND ANNUAL REPORT

30.1 The Directors shall comply with their legal obligations under Companies Act 2006 statutory re-enactment or modification of those Acts) with regard to the preparation of any annual report and its transmission to Companies House.

30.2 In addition to its legal obligations, the Board shall, subject to its obligations of confidentiality, submit to National Council in advance of each meeting of National Council, a report on the work undertaken by the Directors and decisions taken since the last meeting of the National Council and anticipated work for the following period. This report shall include an up to date summary of the Company's financial position.

31. NOTICES

31.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

31.2 The only address at which a Member is entitled to receive notices is the address shown in the Register, an electronic address provided for that purpose, or via the Official Magazine.

31.3 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

31.4 A Director may agree with the Company that notices or documents sent to that Director in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

31.5 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.

31.6 Where a document or information is sent or supplied by the Company in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.

31.7 Where a document or information is sent or supplied by the Company by means of a publication via the Official Magazine or via the Company's website, service or delivery shall be deemed to be effected on the 7th day following when material is first made available on the website or published in the Official Magazine.

31.8 A Member, or Director, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.

31.9 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

32. INDEMNITY AND INSURANCE

32.1 Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Director or other officer may otherwise be entitled, every Director or other officer shall be indemnified out of the assets of the Company against all costs and liabilities incurred by him in defending any proceedings or investigation by any regulatory authority, whether civil or criminal,

in which judgment is given in his favour, or he is acquitted, or relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

32.2 To the extent permitted by law from time to time, the Company may provide funds to every Director or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party in relation to the affairs of the Company, provided that he will be obliged to repay such amounts no later than:

32.2.1 if he is convicted in proceedings, the date when the conviction becomes final; or

32.2.2 if judgement is given against him in proceedings, the date when the judgement becomes final; or

32.2.3 if the court refuses to grant him relief on any application under the Act, the date when refusal becomes final.

32.3 Subject to the provisions of the Act and these Articles, the Directors may purchase and maintain insurance at the expense of the Company for the benefit of any Director, or other officer, of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director or other officer.

33. ALTERATIONS TO THESE ARTICLES

33.1 Alterations to these Articles may only be made by a special resolution of the Voting Members.

33.2 The Company shall inform Companies House of any alterations to the Articles and all future copies of the Articles issued must contain such alterations.

34. DISSOLUTION

34.1 If, upon the 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 (except where a Member is also a Company with similar objects) but shall be given or transferred to some other institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members 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, or in default by the Directors.

BRITISH MOUNTAINEERING COUNCIL

SCHEDULE 1

RESERVED MATTERS

- Consult and duly consider the view of National Council in order to set a strategy for the organisational direction and vision of the Company
- Consult with National Council to any proposed change of corporate structure or legal status
- Consult with National Council in relation to any merger, transfer of undertaking or business acquisition
- Consult with National Council in relation to the establishment or winding up of subsidiaries
- Consult with National Council in relation to proposed changes to the rights of Members or the National Council
- Consult with National Council in relation to proposed change to the Articles
- Consult with National Council on resolutions to be proposed at General Meetings
- Consult with National Council to any change of name, trading name or branding
- Consult with National Council to change of registered office
- Consult with National Council to any increase in subscription fees above inflation in accordance with RPI

BRITISH MOUNTAINEERING COUNCIL

SCHEDULE 2

ARRANGEMENTS FOR THE TRANSITIONAL PERIOD

- The Transitional Period shall run from the agreement of these Articles until the next General Meeting of the BMC, a period of not more than 12 months.
- A General Meeting will be held in Quarter 1 2019 as the Annual General Meeting.
- The aim of the Transition Period is to allow a smooth transition to the new Board structures and processes with sufficient time to identify and select suitable candidates for Board roles whilst ensuring the Board is demonstrably independently in a timely manner.
- During the Transition Period the Board of Directors composition will be as per the current BMC Executive
    - the Elected Officers;
        - a President;
        - not more than 3 Vice-Presidents;
        - a Treasurer
    - the CEO;
    - three Independent Directors; and
    - not more than three other persons as National Council shall from time to time appoint.
- Within 3 months of the June 2018 AGM, the Nominations Committee will carry out the recruitment and selection of a Chair who will be appointed by the Board with immediate effect. That person's continued appointment will be subject to the approval of the Voting Members at the next General Meeting.
- Once selected the new Chair will take over the Chair of the Board from the President, who shall remain a member of the Board.
- Once the Independent Chair is appointed, the Nominations Committee will carry out the recruitment and selection of candidates for all Board appointments for which it is required to do so under its terms of reference in readiness for the next General Meeting.
- At the expiry of the Transitional Period, the remaining provisions of the Articles in relation to the composition and appointment of Directors will become effective.