

CONFIDENTIAL DRAFT NOT FOR FURTHER DISTRIBUTION

**This Draft shows the proposed changes to the Articles of Association to be presented to the 2019 AGM. Please note:**

- 1. All changes are subject to further review by the Board and then National Council prior to final submission to the Voting Members for a Special Resolution at the AGM. There may be additional changes in the final version if other work streams require it.**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION  
OF BRITISH MOUNTAINEERING COUNCIL**

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

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**(As amended by Special Resolution on 25 April 1998, 22 April 2006, 21 April 2007, 27 April 2013, 26 April 2014, 16 June 2018 and [31 March 2019])**

**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**  
**ARTICLES OF ASSOCIATION**  
**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:

<b>Words</b>	<b>Meanings</b>
<b>the Act</b>	the Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force
<b>Account Date</b>	31 December
<b>Area</b>	a geographical region defined by the National Council pursuant to these Articles
<b>Affiliated Clubs</b>	those clubs recognised to be affiliated to the Company under Article 9.6
<b>Area Meeting</b>	a meeting of the Members in a particular Area held in accordance with these Articles
<b>Associate Members</b>	those members of the Company under Article 9.5.5 who shall not be Voting Members and "Associate Member" shall mean any one of them
<b>the or these Articles</b>	the Articles of Association of the Company, as amended from time to time
<b>Board</b>	the board of Directors
<b><u>Business Day</u></b>	<u>a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.</u>
<b>CEO</b>	the Chief Executive Officer of the Company from time to time
<b>Chair</b>	the chair of Directors appointed in accordance with these Articles

<b>Clear Day</b>	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
<b><u>Club Member</u></b>	<u>those members of the Company under Article 9.5.4</u>
<b>Company</b>	the company regulated by these Articles
<b><del>the</del> Company Secretary</b>	any person appointed to perform the duties of secretary of the Company
<b>Connected Person</b>	<p>(a) any child or parent of a Director (and includes any step-child or illegitimate child);</p> <p>(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);</p> <p>(c) a person carrying on business in partnership with a Director or with any person falling within (a) or (b);</p> <p>(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;</p> <p>(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</p> <p>(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</p> <p>each as more particularly described in sections 252 to 256 of the Act.</p>
<b>Councillor</b>	a member of the National Council
<b>a Director</b>	a director of the Company for the purposes of the Act and Directors means all the directors of the Company
<b>Elected Officer</b>	a person elected to the National Council in accordance with Article 18
<b>Electronic Form</b>	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
<b>Eligible Director</b>	a director who is eligible to vote in relation to a decision of the Board

<b>ex officio Executive Directors</b>	the CEO
<b>Finance Director</b>	the Finance Director of the Company from time to time
<b>Financial Expert</b>	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
<b>Funded Partners</b>	the organisations with which the Company from time to time partners (in its role as the overall representative body for Mountaineers) in order to obtain grant funding from public bodies
<b>General Meeting</b>	a general meeting of the Company
<b>GB Climbing Teams</b>	athletes <del>and supporting staff</del> representing Great Britain in all competition disciplines of <del>[Mountaineering]</del> <del>climbing, ice climbing and ski mountaineering</del> .
<b>Honorary Members</b>	those members of the Company under Article 9.5.2
<b><u>Independent Director</u></b>	<u>an independent director who is appointed on a voluntary basis under Article 19 who meets the criteria under Article 19.12</u>
<b><u>Independent Director</u></b>	<u>an independent director who is appointed on a voluntary basis under Article 20.1-19 and who meets the criteria under Article 19.12</u>
<b>Individual Members</b>	those members of the Company under Article 9.5.1
<b>Members</b>	means all members of the Company, both Voting Members and Associate Members
<b>Mountaineering</b>	The activities of climbing, mountaineering and hill walking (including ski-mountaineering, ice climbing and indoor climbing)
<b>Mountaineers</b>	Individuals participating in climb <u>ing</u> <del>ers</del> , mountaineer <u>ing</u> <del>s</del> and hillwalk <u>ing</u> <del>ers</del> (including indoor climbers, ski-mountaineers and ice climbers)
<b>National Council</b>	the member representative group established under the Articles

**Nominated Director**

a director who is appointed on a voluntary basis under Article 19 who meets the criteria under Article 19.7

Comment [AS1]: Added for clarity

**Nominations Committee**

A committee of the Directors established in accordance with Article ~~23.4~~23

**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, which may be in hard copy or Electronic Form.

**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 reserved to the National Council 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

**Senior Independent Director**

an Independent Director appointed from time to time to be the senior independent director in accordance with Article 19.13

**~~Senior Management Team~~**

~~Such senior posts as are designated from time to time by the Directors in accordance with Article 27~~

**Stakeholder**

1. a Member of the Company; or
2. a specific subgroup of the Company's Members representing a recognised stakeholder group (e.g. ~~c~~Climbers, ~~h~~Hill ~~w~~walkers, ~~w~~welsh Members, competitive athletes etc.); or
3. a third party individual or organisation with an interest in the achievement of the ~~Company's~~ Objects

**Treasurer**

~~Need to define their role~~

**~~Vice President~~**

~~A vice president of the Company appointed pursuant to these Articles~~

<b>Voting Member</b>	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 and "Voting Member" shall mean any one of them
<b>in writing or written</b>	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. 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
- 1.2.4. 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 they are a Member, or within one year after they cease 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 they cease 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 **Mountaineering** for Great Britain and to represent directly to all appropriate authorities, institutions, organisations and associations in the interests of **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, education and training and instruction;
- 4.1.9. oversee, organise and control climbing competitions in the United Kingdom;
- 4.1.10. ~~to~~ manage and support the GB Climbing Teams;
- 4.1.11. ~~[if appointed by the [Members], to~~ act as the ~~National-national g~~Governing ~~b~~Body for ~~Mountaineering [in England]] competitions in climbing, para climbing, ice climbing and ski-mountaineering~~; and
- 4.1.12. encourage and promote the ethos and ethics of Mountaineering activities, taking due consideration of the traditions and values of British Mountaineering history.

("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 dependents and where appropriate, 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 or other digital means;
- 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 any premium in respect of any indemnity insurance to cover the liability of the Directors as permitted under these Articles; and
- 6.1.9. of the provision to any Member or Director of benefits in furtherance of the Objects.

- | 6.2. Subject to Article 6.1. ~~S~~save for the ex officio Executive Director, 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 and provided also that the Company has complied with any internal guidance or policies concerning the procuring of good or services and in force from time to time.
- 6.3. For the avoidance of doubt, other than in the limited circumstances as set out in Article 6.1, Directors will be volunteers and not paid for acting as Directors.

## **7. CONFLICTS OF INTEREST**

- 7.1. To the extent required by law every Director must disclose to the Company all matters in which they 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 they have (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/are absent from the Board meeting for that item unless expressly invited to remain to provide information.
- 7.4. Subject to this Article [7.47](#), 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 partly or wholly owned subsidiary not for profit body of the Company of which a Director is a trustee or director or with which they are 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.~~ 7.6.2. 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.~~ 7.6.3. 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 their 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 their 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 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 National Council and shall not be liable to pay a subscription fee; and
- 9.5.4. Club Members –
  - (a) all those members of an Affiliated Club admitted in accordance with the rules of the Affiliated Club and 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; and
  - (b) such Club Members shall be entitled to be upgraded to Individual Members on payment of the appropriate upgrade fee and on doing so 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 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 for any privileges and services that are from time to time specified by the National Council; and
- (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 their 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) the Board, after referring the eligibility matter for agreement to the National Council and/or the Members in accordance with the Reserved Matters, considers 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 **total** 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; and

**Comment [AS2]:** Added for clarity at request of membership and clubs staff

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, on behalf of the~~ The Board, ~~(or someone authorised by the Board)~~ 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 they shall thereupon be bound by these Articles whether or not they shall have signed a written statement to that effect; and
- (b) Before determining the eligibility of a Member and the affiliation of an Affiliated Club, and before determining if membership has lapsed, the Board ~~(either itself or through a person nominated by it)~~ or someone authorised by the Board must refer to the National Council in accordance with the Reserved Matters.

#### 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 Company 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 proposed increase in subscription fees at a level over the annual rate of inflation (calculated in accordance with the RPI) shall be a Reserved Matter under these Articles. Any annual subscription shall be due and payable in the case of an Individual Member on the anniversary date of their 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 the 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 ~~(either itself or through a person nominated by it)~~, after seeking agreement from the National Council and/or the Members in accordance with the Reserved Matters, may from time to time determine. The Board ~~(either itself or through a person nominated by it)~~ shall be the sole arbiter of whether such Individual Members constitute a family and its decision shall be final; and

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 ~~(either itself or through a person nominated by it)~~, in consultation with the National Council, may from time to time determine.

9.8.4. The membership year for Affiliated Clubs is:

(a) 1<sup>st</sup> October to 31<sup>st</sup> September for student clubs; and

~~(a)~~(b) 1<sup>st</sup> January to 31<sup>st</sup> December for all other clubs

**Comment [AS3]:** Added for clarity at request of membership and clubs staff

## 9.9. Non-Payments

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

9.9.3. If an Affiliated Club fails to pay subscription for its members, or to file a return pursuant to Article 9.6.2 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 Club Member(s) concerned shall be removed from membership of the Company and the date of their removal shall be noted 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 National Council, in consultation with the Board, 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.

**Comment [AS4]:** Suggested amendment from GP. To discuss at NC

## 10. TERMINATION OF MEMBERSHIP

10.1. A Member (but not a Club Member who is a Member by virtue of being such Club Member and required by the Club's rules to be a Member) may resign from membership by giving written notice to the Company.

10.2. The Board, after consultation with the National Council, may at any time with good reason, by written notice sent by pre-paid post to their 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 that such removal is necessary in the interests of the Company, or that the Member has breached any code of conduct or rules (or equivalent) in force from time to time and applicable to Members. The Board must specify the reason for the request and advise that Member of their right to make representations to the Board.

10.3. Any Member requested to withdraw from membership by the Board, after consultation with the National Council, shall be entitled to submit written representations to the Board as to why they should remain a Member, such representations to be delivered to the CEO within three calendar months of the date of the notice requesting them 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 they should remain a Member within



the time for so doing, that Member shall thereupon cease to be a Member and the date of their 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 10.3 shall remain a Member until such time as a properly convened and constituted meeting of the Board, after consultation with the National Council, shall consider such representations and confirm or reverse its decision.
- 10.6. In the event of the Board, after consultation with the 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 their removal shall be noted on the Register of Members and the Member shall be notified accordingly.
- 10.7. The Board, after consultation with the National Council, may similarly and in like manner to the procedure set out in Article 10.2 notify (itself or via someone authorised by it) 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 10.3 to 10.6 inclusive shall apply. Any person who wishes to remain an Individual Member, notwithstanding the removal of the Affiliated Club of which they are a member, may do so provided such person meets the criteria to be an Individual Member and they have paid the relevant subscription fee.
- 10.8. Notwithstanding anything in these Articles, the National Council may submit a written request to the Board to remove a Member in accordance with Articles 10.2 – 10.7 (including any informal or non-voting member) where it reasonably deems that a Member's action or behaviour is contrary to the interests of the Company, and shall detail its reasons for making the request in such written request submitted to the Board.

## 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 the foregoing, the Annual General Meeting shall be held at such time and place as may be determined by the Board, after consultation with the 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.
- 11.4. The Board may at any time call a General Meeting. Where resolutions involving Reserved Matters are to be proposed at such a General Meeting, it shall seek the agreement of or consult with the National Council as appropriate. ~~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.~~
- 11.5. In addition to the rights of the Voting Members under Articles 11.6 and 11.7 to requisition a General Meeting, the National Council may call a General Meeting, subject to it following the procedure set out in Article 12.2.
- 11.6. A General Meeting may otherwise be requisitioned by one percent (1%) of Voting Members, in which case the ~~Board shall~~ Board shall proceed to call such a General Meeting in accordance with these Articles. Once a requisition has been raised by the Voting Members pursuant to this Article, it may not be withdrawn.
- 11.7. Notwithstanding the above, where a General Meeting (whether the Annual General Meeting or a General Meeting under Article 11.4) has been convened by the Board ~~(either itself or through a person nominated by it)~~ (whether the Annual General Meeting or a General Meeting under

~~Article 11.4~~ or is already scheduled to take place in the normal course of the Company's business, Voting Members may propose a resolution to be put to such meeting provided that one of the two criteria below has been satisfied. Either:

11.7.1. Half of one percent (0.5%) of Voting Members have submitted in writing to the Board the text of the proposed resolution within the timelines detailed in Article 12.3. Voting Members may indicate their support of such resolution by physically signing the same (or a copy thereof) and lodging at the Office or they may indicate their support of the resolution by Electronic Form. A resolution raised under this Article must be presented to the next General Meeting or Annual General Meeting as the case may be; or

11.7.2. Where at least Twenty Five Voting Members (but less than half of one percent (0.5%) of Voting Members) support a proposed resolution, they may submit the text of such proposed resolution in writing to the National Council. The National Council will review the resolution and may refer the resolution to Members through Area Meetings for discussion and feedback, and will either:

(a) Accept the resolution and, ~~at their discretion, either propose thereafter~~ the resolution shall be proposed to the Voting Members at the next General Meeting, for which notices have not been issued in accordance with Article 12.8. The resolution may, with agreement of the proposers and NC, either be raised under the original proposers names or by the National Council; or

(b) Reject the proposed resolution and in doing so, provide a written response to the proposers detailing the reasons for the rejection. The decision of the National Council is final in this regard and the proposed resolution, or materially similar resolutions, may not be raised again under Article 11.7.2 until at least 12 months have elapsed since the date of the submission of the first resolution to National Council under this Article 11.7.2.

11.8. A Resolution raised under Articles 11.7.1 or 11.7.2 may be withdrawn, in the case of 11.7.2 with the agreement of National Council, if both:

11.8.1. Enough supporters of the resolution formally withdraw their support, such as to take the total number of supporters ~~below~~ the defined criteria; ~~and-~~

11.8.2. ~~Formal~~ Provided that formal Notice of the Resolution and the text thereof has not been provided to Voting Members under Articles ~~12.8 or 1.1~~ 12.5.

11.9. The determination of the threshold percentages or numbers (as the case may be) for the purposes of Article 11.6 and Article 11.7 shall be determined by reference to the total Voting Membership numbers reported at the previous Annual General Meeting, rounded down to the nearest whole number.

11.10. The Board ~~or~~ National Council (as the case may be) may carry out such checks as they deem reasonably necessary to validate the identity of any Voting Member who supports a proposed resolution under Article 11.6 or 11.7 to ensure they qualify as Voting Member at the time the resolution is proposed.

## 12. NOTICE OF GENERAL MEETINGS

12.1. Not less than sixty Clear Days advance notification 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. Where a General Meeting is requisitioned by the National Council under Article 11.5, the National Council must first:

- 12.2.1. Promptly meet with the Board to discuss the reason for seeking to requisition the meeting and confirm their proposals for that meeting;
  - 12.2.2. Where the Board supports the reason for the meeting and the proposals for it, then due notice shall be given and the General Meeting shall proceed accordingly, or with the agreement of the National Council, defer the issue to be discussed at the next scheduled General Meeting;
  - 12.2.3. Where the Board does not support the reason for the meeting and the proposals for it, then it shall set out the reasons for its view and the National Council shall re-consider if it still wishes to pursue the matter;
  - 12.2.4. Where the National Council does still wish to requisition a meeting, then the matter for which the meeting is sought shall, where one or both parties feels it is appropriate, be referred promptly to expert opinion or mediation (to be agreed between the Board and the National Council, depending on the subject matter of the proposals being put forward);
  - 12.2.5. The Board and the National Council shall, where an expert opinion is sought, consider that opinion in deciding whether to call a General Meeting;
  - 12.2.6. Where the Board and the National Council have mediated a particular matter, then the outcome of that mediation shall be taken into account in determining whether to call a General Meeting;
  - 12.2.7. Only if the above avenues are exhausted may a General Meeting then be called;
  - 12.2.8. If a General Meeting is so called, the fact that this process has been followed and the outcome of it shall be reported to the Voting Members;
  - 12.2.9. The costs of seeking an expert opinion or pursuing mediation shall generally be borne by the Company; and
  - 12.2.10. Where the Board, acting reasonably, determines that a matter being pursued is malicious, vexatious or relates to a matter which has already been the subject of determination by the Voting Members, then this procedure shall be disapplied.
- 12.3. Resolutions from Voting Members as detailed in Article 11.7~~11.7.1~~ and nominations of any candidate proposed for election to the office of President, ~~Vice-President, [Treasurer]~~, or for Nominated Director appointments under article 19.7.1, shall be delivered to the CEO not less than forty five Clear Days before the date of the General Meeting.
  - 12.4. Nominations of any candidate proposed for election to the office of President, ~~Vice-President, Treasurer,~~ or for Nominated Director appointments under article 19.7.1 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.
  - 12.5. Due notice, pursuant to these Articles , 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.
  - 12.6. 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 may call a General Meeting.
  - 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 -fourteen 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 in accordance with the Act.~~
- ~~12.9. Not less than fourteen 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.~~ 12.9. 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.~~ 12.10. 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, formal notice of the adjourned meeting shall be given in the same manner as the original meeting under Article 12.8 and 12.9, 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.~~ 12.11. The President shall preside as chair at every General Meeting of the Company, or if the President 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.~~ 12.12. 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 under Article 12.8 and 12.9.
- ~~12.14.~~ 12.13. 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 demanded:
- ~~12.14.1.~~ 12.13.1. by the chair of the meeting; or
- ~~12.14.2.~~ 12.13.2. by at least twenty Voting Members present in person having the right to vote at the meeting (including proxies).
- ~~12.15.~~ 12.14. Any business deemed as "special business" put to the vote at a General Meeting shall be decided by way of a poll.
- ~~12.16.~~ 12.15. Unless a poll is so demanded, a declaration shall be made 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.~~ 12.16. 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.~~ 12.17. 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.~~12.18. A poll shall be taken in accordance with any regulations from time to time in place and made by the Board after consultation with the National 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.~~12.19. No poll may be demanded on the election of a chair of a General Meeting or on any question of adjournment.
- | ~~12.21.~~12.20. 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.~~12.21. 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 amendments do not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- | ~~12.23.~~12.22. In addition to Article 12.4, 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.~~12.23. Proposals, other than those set out in Article ~~12.22~~ 12.24, 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 Board 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-special Resolution-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:
  - 14.1.1. is aged 18 years or over at the date of the General Meeting; and
  - 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 (as entities) 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 their 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 they are 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 appointer's behalf.
- 14.12. Proxies must be lodged with the CEO not less than two ~~Bb~~business ~~De~~lays 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:
  - a) Suitable safeguards are in place to establish the Voting Member's eligibility to vote on a particular resolution; and
  - b) Appropriate mechanisms are provided such that Voting Members are able to be party to, or participate in, the discussions at the General Meeting prior to voting.

The aim will always be to encourage and facilitate the maximum participation that affordable technology allows.

## **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 the Board, constructively challenge the Board, and to hold the Board to account on the Members' behalf as applicable.

16.2. The National Council and the Board will agree a Memorandum of Understanding (MoU) to ensure communications between both bodies are timely and appropriate to allow both bodies to understand the proposed actions and intent of each party. The MoU can be reviewed at the request of either ~~body, and~~ body and must be reviewed when the chair of either body is changed.

16.3. Subject to these Articles, the National Council shall operate in accordance with terms of reference adopted by it and such terms of reference shall govern its proceedings ("Terms of Reference for National Council"). Such Terms of Reference for National Council shall be reviewed at least every 3 years by National Council and to be agreed by members at an AGM.

16.4. The Terms of Reference for National Council shall not conflict with these Articles and, in the event of conflict or inconsistency, these Articles shall prevail.

16.5. A copy of the Terms of Reference for National Council and any modifications to the same shall promptly be made available to the Board.

16.6. The composition of the National Council shall be set out in the Terms of Reference for National Council however as a minimum the following provisions shall apply:

16.6.1. All ~~Elected Councillors~~ members of the National Council ~~will~~ must be Voting Members of at least twelve (12) months standing at their time of their appointment to qualify to be elected Councillors (as defined below) as Councillors. Specialist Councillors may, at the discretion of the National Council, be, or be represented by, an Associate Member, as defined in Article 9.5.5;

16.6.2. Subject to Article 16.87, the National Council will include:

(a) Elected Councillors who shall be:

(i) The President (ex-Officio);

(ii) Councillors elected by the Voting Members at a General Meeting in accordance with Terms of Reference for National Council ("Nationally Elected Councillors");

(iii) Councillors elected by Areas or by other distinct groups as agreed by the Board and National Council in accordance with the usual procedures governing the proceedings of such Areas or distinct groups ("Constituency Councillors").

(b) ~~SS~~ Such persons as National Council deem to have required expertise or be representative of specific areas or groups being areas or groups which the National Council has requested nominate persons to be ~~specialist~~ specialist ~~c~~ Councillors ("Specialist Councillors").

**Comment [AS5]:** Added member scrutiny for discussion at NC

**Comment [EMMAM6]:** How many? Who puts these people forward?

**Comment [AS7]:** To be defined in ToRs  
NC to confirm happy to add process for nominations to TORs. Noting article 12.4 about AGM notice periods.

**Comment [AS8]:** Need to agree a Name

**Comment [AS9]:** Added to ensure don't lose original intent which defined SCs as:

- i. Representatives of Specialist Committees and Working Groups.
- ii. Representatives of Partner Organisations or bodies.
- iii. Co-opted Councillors.
- iv. The CEO (ex-Officio)



- (c) Any person invited by the National Council as observers to individual meetings or as standing members, but such persons will not have voting rights ("Observers"). Observers include Directors attending any meeting of the National Council who are not Elected Councillors or Specialist Councillors. The National Council may appoint invite observers for individual meetings or as standing members, but they will not have voting rights. Observers include, Directors attending under Article 16.15 any meeting of the National Council who are not Elected Councillors or Specialist Councillors.

For the avoidance of doubt, only Elected Councillors and Specialist Councillors shall be entitled to vote at a National Council meeting or in writing pursuant to Article 16.13~~16.19~~.

- 16.7. The National Council may elect one of the voting members of the National Council to be a deputy to the President. The appointment will be for a term of 1 year and any delegations and specific roles for the post will be agreed by the National Council.

- ~~46.7.16.8.~~ The Terms of Reference for National Council shall ensure that there is balanced representation of membership and voting rights on National Council, subject to the following minimum requirements:

- ~~46.7.1.16.8.1.~~ Elected Councillors will between them exercise no less than 60% of the voting rights on National Council.:-

- ~~46.7.2.16.8.2.~~ Specialist Councillors will between them exercise no more than 40% of the total voting rights on National Council.

- 16.9. In order to ensure that National Council can fulfil its function of holding the Board to account, it must be sufficiently independent of the Board. Therefore, the Terms of Reference for National Council shall ensure that no less than 60% of voting rights on National Council are not held by:

- 16.9.1. Directors; ~~or,~~

- 16.9.2. Connected Persons; ~~or~~

- ~~46.7.3.16.9.3.~~ members of any Committee from time to time established by the Board and acting with delegated authority on its behalf; unless the Chair of the Committee is elected to the position by the members they represent.

- ~~46.8.16.10.~~ Term of Office.

- ~~46.8.1.16.10.1.~~ No person shall serve on the National Council for more than 6 consecutive years except where they are appointed President, in which case they may serve up to a further 6 consecutive years as President and Chair of the National Council irrespective of previous time served on the National Council.

- ~~46.8.2.16.10.2.~~ Nationally Elected Councillors shall serve in office for a term of 3 years. At the end of each term, an Elected Councillor who remains able and willing to do so, may be re-appointed for up to one further term of three years.

- ~~46.8.3.16.10.3.~~ Subject to Articles 16.8.1, ~~16.9.1,~~ 16.9~~16.10~~ and 28.5.3~~28.5.2~~, Constituency Councillors may serve for so long as the relevant Area determines.

- ~~46.8.4.16.10.4.~~ The Specialist Councillors shall serve in office for one year, but may be re-appointed for up to six consecutive years with the agreement of National Council.

- ~~46.9.16.11.~~ Notwithstanding anything in this Article 16, ~~16.9,~~ a Councilor shall cease to hold office in any of the circumstances in which a Director would cease to hold office under Article 22.

**Comment [AS10]:** Subject to final agreement by BoD & NC  
Intent  
To allow for a deputy to the president until R33 work is completed and defines any future role to support President.  
Q? Are they Deputy to President, deputy chair NC, deputising on other group/ODG etc.



~~16.10.~~16.12. The quorum for National Council meetings shall be not less than ten Councillors of which at least 60% must be Elected Councillors and meet the Principles of Article 16.8 ~~16.6~~ if taking any decision ~~related to Board activity which requires a vote of the voting members thereof.~~

~~16.11.~~16.13. A resolution in writing signed by at least 75% of all the Councillors in office at that time, or agreed to in Electronic Form by at least 75% of all Councillors in office at that time, shall be as valid and effectual as if it had been passed at a meeting of the National Council.

~~16.12.~~16.14. 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.

~~16.13.~~16.15. The National Council may set up working parties or groups in order to assist or advise it in relation to carrying out its role.

~~16.14.~~16.16. All minutes of meetings of the National Council shall, subject to obligations of confidentiality, be made available to the Board and to Members on request. The approach of the National Council shall be open and transparent at all times and redaction should be the exception, rather than the norm. Minutes of meetings shall also be published on the Company's website.

**Comment [AS11]:** For NC to discuss. Should this be "in consultation with the Board" for efficiency and to avoid duplication?

## 17. ROLE OF NATIONAL COUNCIL

17.1. The role of the National Council shall include:

- 17.1.1. To consult with and constructively challenge the Board, and to hold the Board to account on behalf of the Members, as applicable;
- 17.1.2. Being consulted upon decisions by the Board, and/or making determinations, in relation to membership, as applicable, and pursuant to Articles 9 and 10, as applicable;
- 17.1.3. Providing an intermediary forum between the Board and the Members ensuring effective communications between the Board and the Membership, as applicable;
- 17.1.4. Representing the interests of the Members to the Board, as applicable;
- 17.1.5. Consider, and if thought fit, propose resolutions to the Voting Members at a General Meeting pursuant to Article 11.7.2;
- 17.1.6. Being consulted upon or providing agreement to, as the case may be, in regard to the Reserved Matters under these Articles, as applicable;
- 17.1.7. Appointing Directors under Article 19.1.2;
- 17.1.8. Making appointments to fill any vacancies in the Elected Offices until the next General Meeting, as applicable; and
- 17.1.9. Such other functions as the Board may delegate, as applicable.

17.2. Subject always to the Board's overriding right to refer any Reserved Matters directly to the Voting Members at a General Meeting in accordance with Article 21.7, the National Council shall be entitled to be consulted upon and/or provide agreement in relation to the Reserved Matters set out at Schedule 1.

17.3. For the avoidance of doubt, the National Council shall not be entitled to direct the affairs of the Board, or the Company, and the Board shall always remain the ultimate decision making body for

the Company and shall be responsible legally and otherwise for managing, administering and operating the Company, and setting and implementing the strategy and vision 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; ~~and~~ ~~and~~

18.1.2. ~~not more than three Vice Presidents where the National Council deem that Vice Presidents are necessary~~ ~~any other post which shall be designated as an Elected Officer post by agreement between National Council and the Board~~;

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 one further term of three years. A retiring Elected Officer who has served in office for six 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 18.1.218.2, the National Council shall have the power to appoint and dismiss one or more non-executive Vice Presidents persons to roles with the National Council from time to time, for such term and such purposes as the 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.~~

~~18.5-18.3.~~ The National Council may appoint a Member to fill a vacancy in the post of an Elected Officer, but such person shall only serve in office until the next Annual General Meeting, at which time they may be eligible for election by the Voting Members and, if not elected at that point, shall thereupon cease to hold office. Any actions taken by such person up until that point remain valid.

## 19. BOARD OF DIRECTORS

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

19.1.1. The President (ex officio);

19.1.2. Up to three ~~Council Nominated~~ Directors (CNDs) appointed by the National Council (who may be Councillors or Members) by notice in writing to the Board, whose appointment shall take immediate effect, and whose continued appointment shall be subject to the approval of the Voting Members at the next General Meeting;

19.1.3. The ex officio Executive Director;

19.1.4. The Chair appointed in accordance with Article ~~19.6~~19.8;

19.1.5. Up to three Nominated Directors nominated and appointed in accordance with Articles 19.7 ~~to 19.9 and 19.9~~19.10; and

19.1.6. Up to three Independent Directors appointed in accordance with Articles 19.10 ~~19.11~~ to 19.13.

19.2. In making appointments under Article ~~19.1~~19.2, the following rules shall apply to the Company:

**Comment [AS12]:** If only President should this section be deprecated and moved within Article 16 for the election of the President as the NC Chair  
Suggest leave as is if we want to have option for 18.1.2.

**Comment [AS13]:** Subject to final agreement by BoD & NC

Do we want this provision 'just in case'. How would a new elected officer role be defined or decided on?  
Suggest not add now but leave for R33 and add next year (and by implication retain the Elected Officers section until decision is made)

- 19.2.1. A majority of the Directors (not including the ex officio Executive Director) shall be and have been Members of the Company for at least twelve months prior to their appointment as a Director;
- 19.2.2. One of the Directors shall represent the Affiliated Clubs;
- 19.2.3. The total number of ~~Council Nominated Directors~~CNDs~~Directors appointed by the National Council~~, together with the President, shall not exceed 33% of the total number of Directors from time to time in office;
- 19.2.4. Where a ~~Council Nominated Directors~~CND ~~Director appointed by the National Council~~ is a Councillor at the time of their appointment and ceases to be a Councillor during their term of Office as a Director the National Council may either confirm the appointment of such Director until their term expires or may appoint a Director in their place, in either case by notice in writing to the Board;
- 19.2.5. The Independent Directors shall comprise at least 25% of the total number of Directors from time to time in office; and
- 19.2.6. The relevant appointing bodies (as applicable) shall have regard to an aspiration to ensure gender equality (with at least 30% of the Directors of each gender at any time) and demonstrating a commitment to ensuring diversity on the Board as a whole.
- 19.3. In the event that the number and/or proportion of Directors as required by Article 19.2 ~~19.3~~ is at any time not met, steps shall be taken promptly to appoint Director(s), in accordance with the requirements of these Articles, to ensure that the relevant ratios required by Article 19.2 ~~19.4~~ are duly maintained.
- 19.4. Notwithstanding Articles 19.2 ~~19.3~~ and 19.3 ~~19.4~~, any actions taken by the Directors despite the relevant proportions and/or numbers of Directors required by Article 19.2 ~~19.3~~ temporarily not being met, shall remain valid and binding on the Company save that if the number of ~~Directors appointed by the National Council~~CNDs, together with the President, exceeds one third of the total number of Directors from time to time, the ~~Directors appointed by the National Council~~CNDs and the President shall nevertheless only be entitled to exercise one third of the total number of votes at a Board meeting during that time.
- 19.5. The Directors (with the exception of the ex officio Directors) shall be selected 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), in accordance with the skills matrix agreed by the Board and in light of the ratios/numbers required by Article 19.2 ~~19.3~~.
- 19.6. The Board will appoint the Chair following an open selection and recruitment process and, following a nomination for the role of Chair from the Nominations Committee, 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 the date they were appointed by the Board. If the Voting Members do not approve the appointment at that meeting, then the Board may appoint another 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).
- 19.7. The Board shall, based on the skills and expertise required for the Board from time to time, and in light of the requirements of Article 19.2 ~~19.3~~, seek nominations from the Company's Stakeholders for the posts of Nominated Directors:
  - 19.7.1. In the case of nominations being sought from the wider membership, if the Nominations Committee, following review of the qualification of the proposed candidate(s), agree that the person(s) nominated by the Members has the required

skill/expertise, they shall be presented for appointment by the Voting Members at the next General Meeting, in accordance with Article 19.8~~19.9~~; and

~~19.7.2.~~ In the case of nominations being sought from recognised stakeholder groups, and,

~~19.7.3.~~19.7.2. In the event of only one person being nominated from the recognised Stakeholder group. If the Nominations Committee, following review of the qualification of the proposed candidate, agree that the person nominated by such Stakeholder has the required skill/expertise, that person shall be appointed with immediate effect but shall be presented for approval by the Voting Members at the next Annual General Meeting. In the event that the Voting Members do not approve the appointment, they shall cease to be a Director at that point; ~~or~~

19.8. Where there are more candidates than vacancies for Nominated Directors under Article ~~19.7~~19.8, all candidates deemed suitable and qualified by the Nominations Committee will be presented to the General Meeting and the Voting Members shall vote for their preferred Nominated Director. In the event that no candidate receives a majority vote at the first time of voting, then the candidate with the lowest vote will be excluded, and those Voting Members who voted for that candidate will vote again and the process will continue until one of the remaining candidates achieves a majority vote of the Voting Members. The term of office of a Director nominated under Article 19.7 and this Article ~~19.9~~19.8 shall commence at the date on which they are appointed by the Voting Members at the General Meeting.

~~19.9.~~ A Nominated Director may shall not be a Voting Member of the National Council, and if they are a Voting Member of the National Council at the time of election as a Nominated Director they will be required to resign from as a voting member of the National Council when immediately prior to being elected to the Board.

~~19.9.~~19.10. The Independent Directors shall be appointed by the Board following an open selection and recruitment process and further to a recommendation from the Nominations Committee.

~~19.10.~~19.11. Independent Directors shall qualify to be Independent Directors if they are persons who are not current Councillors, or employees, or officers of the Company, or persons closely connected to such persons (or who have been such persons within the last four years).

~~19.11.~~19.12. The appointment of an Independent Director under these Articles shall take effect upon the date of their appointment by the Board, but their continued appointment shall 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, they shall be entitled to act as an Independent Director of the Company for all the purposes of these Articles. If the Voting Members do not approve the appointment at that meeting, then the Director shall cease to be a Director, but all actions taken by such person before they ceased to hold office shall nevertheless remain valid.

~~19.12.~~19.13. 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 they are eligible to be an Independent Director.

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

~~19.13.~~19.15. Where a vacancy arises in the post of a Nominated Director retires or is disqualified during their term, the Board may co-opt a Director person to fill the vacancy until their post as a Nominated Director can be appointed, or elected by members at the next General Meeting as defined in in accordance with Article 19.7. Such co-option will be subject to consultation with the prior National Council as defined in the Reserved Matters. The co-option will be for a period of not more than 12 months, or until the next AGM the vacancy is filled in accordance with Article 19.7, whichever is the shorter-sooner where the full process can be undertaken.

**Comment [AS14]:** Subject to final agreement by BoD & NC  
Intent  
New to ensure that NDs cannot inadvertently affect the intent of 19.2.3

**Comment [AS15]:** Subject to final Agreement by BoD & NC  
Intent  
Board asked for ability to co-opt NDs if necessary. This has been added as a consult reserved matter.

## **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 and whose re-appointment is supported by the Nominations Committee, may be re-appointed for up to one further term of three years (and where that person's initial appointment required ratification or approval at a General Meeting, such person's re-appointment is also subject to ratification or approval by the Voting Members at a General Meeting). A retiring Director who has served in office for six 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. Notwithstanding Article 20.1, 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. The Chair shall serve in office for a term of up to three years and, provided they remain a Director, may be re-appointed following a recommendation of the Nominations Committee for up to one further term of up to three years but subject to such re-appointment being approved by the Voting Members at the next General Meeting.
- 20.4. 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 their period of office.

## **21. POWERS AND DUTIES OF THE DIRECTORS**

- 21.1. Subject to the provisions of the Act, these Articles, the Reserved Matters, 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 in furtherance of the Objects. 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 and all the powers necessary in order to manage, operate and administer in accordance with its role as the ultimate decision making body for the Company, including, but not limited to, the power 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 or seek the agreement of the National Council and/or the Voting Members, as applicable, when making a decision in relation to a Reserved Matter. The Reserved Matters are recognised and agreed by the Board and by the National Council as being matters of such significance to the Company and its Members that it is appropriate for the views of the National Council and/or the Members to be considered in relation to such matters.
- 21.4. When the Board is required to consult with or seek the agreement in relation to a Reserved Matter, it shall, in its sole discretion, either refer the relevant Reserved Matter to the National Council in accordance with article 21.5 and 21.6, or directly to the Voting Members in accordance with article 21.7.
- 21.5. To the extent that the Board decides to refer the relevant Reserved Matters to the National Council, the National Council shall at times be mindful that the Board is the Company's ultimate decision making body, and of the need to ensure the business of the Company continues efficiently. As such, the National Council shall confirm its view within 28 calendar days of any referral in respect of a Reserved Matter unless an urgent view is required in which case the Board shall be entitled to request that the National Council expedite its consideration of the

relevant Reserved Matter in accordance with such timeframe reasonably specified by the Board. The National Council shall be obliged to give reasons for its view and position in respect of any Reserved Matter referred to it.

- 21.6. In the event that agreement is not given by the National Council in relation to a Reserved Matter which requires agreement, and which is referred to it, then the Board shall, in sole discretion, be entitled to refer the Reserved Matter direct to the Membership at this point, in accordance with Article 21.7, or activate the process in this Article ("the Decision Resolution Process"). The Decision Resolution Process shall involve the Chair and the President meeting or discussing by telephone within 7 calendar days or such shorter period as reasonably specified by the Board in respect of an expedited matter in accordance with Article 21.5 in order to consider how to resolve the situation. In the event that such resolution is not reached informally at that stage, then an Independent Director, a Councillor (but not a Director) and one other person who is neither a Director nor a Councillor (as agreed between National Council and the Directors) shall meet and agree an appropriate resolution of the matter and such resolution shall be reached unanimously. In the event that agreement cannot be reached unanimously, then the relevant Reserved Matter shall be taken to the Voting Members for a decision at a General Meeting. For the avoidance of doubt, the Board may, at any stage of the Decision Resolution Process take the decision to refer to the relevant Reserved Matter directly to the members in accordance with Article 21.7.
- 21.7. To the extent that the Board decides to refer relevant Reserved Matters directly to the Voting Members there shall be no requirement for the Reserved Matter to come before the National Council, and the relevant Reserved Matter shall be taken to the Voting Members for a decision at a General Meeting.
- 21.8. Subject to the provisions of these Articles, the Reserved Matters 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.
- 21.9. For the avoidance of doubt, the Directors remain legally responsible for the management and administration of the Company, for compliance with the law, 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 they resign from office (provided the number of remaining Directors form a quorum at a meeting);
  - 22.1.2. they are a National Council appointed Director and the National Council removes them from office;
  - 22.1.3. they are an ex officio Director and cease to occupy the office that entitles them to be a Director;
  - 22.1.4. they are a Nominated Director and the body which nominated them revokes that nomination (in which case, they may nominate an alternative to take the place of such Director, but only if such person is deemed by the Nominations Committee to have equivalent appropriate qualifications to the Director they replace and subject to that person only serving in office for the remainder of the term which the relevant Director was due to serve);
  - 22.1.5. in the case of an Independent Director, the Directors pass a resolution to remove them from office on the basis that in their reasonable opinion, the conduct or behaviour of the Independent Director is detrimental to the interests of the Company or otherwise in breach of any code of conduct in place from time to time;

**Comment [AS16]:** Change suggested by Gareth as it did say same qualifications which is potentially very restrictive

- 22.1.6. they absent themselves 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 they have by reason of such absence vacated office;
- 22.1.7. they are 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;
- 22.1.8. they die;
- 22.1.9. they are automatically disqualified from being a Director under the Company Directors' Disqualification Act 1986 as amended from time to time;
- 22.1.10. they would be disqualified from acting as a charity trustee under ~~Charities Act 2011~~ Charity Law; or
- 22.1.11. they act 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. The Directors shall also have regard to Article 19.4 in their decision making at such 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 they shall be present. If there shall be no Chair, or if at any meeting they are unwilling to do so, or if the Chair 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 established by them pursuant to these Articles 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 and Audit 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~~ the CEO and Board Members as defined in Article 19; and
  - 23.4.3. any other specialist committees.
- 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. However if their number is at any time 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 the National Council and to Members on request and in any event, shall be 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 a 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 their agreement to a resolution in Electronic Form.



## 24. SECRETARY

A Company 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 Company 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 on their 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 the National Council under Article 9 may be removed from office by the Board, in consultation with the National Council, on the basis that their 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 the Chief Executive Officer shall report and be accountable to the Board.

~~27.2. The appointment, dismissal and determination of the terms and conditions in respect of the Senior Management Team shall be the responsibility of the Chief Executive Officer, save that the Chief Executive Officer shall be required to seek majority approval of the Board in relation to any such appointment, dismissal and termination.~~

~~27.3. For the avoidance of doubt, all members of the Senior Management Team shall be required to report to the Board, as required by the Board, and shall be accountable to the Board.~~

~~27.4.~~ 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; and
- 28.1.4. to elect representatives to serve on National Council.

- 28.2. Areas

**Comment [AS17]:** Decision needed by BoD & NC

Given movement of text from AoA to ToRs for NC, there is sense in doing the same for Areas. BoD & NC to confirm recommendation that we defer until post R33 work.

- 28.2.1. Subject to the powers of National Council to form, vary or disband any Area, the Areas shall be North Wales; 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 they deem 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.

~~28.2.3. Areas may also make any reasonable request to the Company to provide or procure electronic facilities, such as surveys or voting, for use by Area Members in order to maximise engagement of Area Members and/or to garner their views on a particular matter. The results may, at the [Area] Chair's absolute discretion and subject to validation of the identity and qualification of the Area Member concerned, be accepted as equivalent to attending an Area Meeting in person.~~

#### 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.

~~28.3.3-28.3.4.~~ Areas may also make any reasonable request to the Company to provide or procure electronic facilities, such as surveys or voting, for use by Area Members in order to maximise engagement of Area Members and/or to garner their views on a particular matter. The results may, at the [Area] Chair's absolute discretion and subject to validation of the identity and qualification of the Area Member concerned, be accepted as equivalent to attending an Area Meeting in person.

#### 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, specifying the time and date of the meeting, 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 two Area officers, an "Area Chair" and an "Area Secretary", who shall be elected annually at the Annual Area General Meeting of that Area. Each person duly elected shall hold office until the next Annual Area General Meeting.
- 28.5.2. Subject to Article 28.5.3, each Area shall elect two Area Representatives to serve on the National Council, who shall be elected for three year terms at an Annual Area General Meeting.
- 28.5.3. No person may hold office as an Area Officer or Area Representative for more than six consecutive years in the post, and no more than 12 consecutive years in all posts. A member who has previously served as an Area Officer or Area Representative for more than 3 consecutive years and leaves the post for whatever reason, will not be eligible for reappointment as an Area Officer or Area Representative for a minimum of 3 years.
- 28.5.4. Areas may appoint Members (who are able and willing to do so) to other Area roles as reasonably requested by the Ex officio Executive Director if deemed necessary for the effective operation of the Area. Such roles shall be elected annually at the Annual Area General Meeting of that Area until such time as the role is no longer required. Where a vacancy arises between Area Annual General Meetings, the Area Chair may co-opt a suitable, able and willing person to fill that vacancy until the next Area Annual General Meeting.
- 28.5.5. 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.
- 28.5.6. The provisions of Article 22 relating to disqualification from office shall apply to any person holding office pursuant to ~~this~~ Article 28.5.2. The provisions will also normally apply to appointments pursuant to Article 28.5.1, unless an exception is agreed by the National Council. In this case the appointment will be terminated with immediate effect and at the earliest suitable opportunity an Area General Meeting held to appoint a replacement.[In these circumstances, until such time as a replacement is appointed by an Area General Meeting, the Area Chair may co-opt someone who is able and willing to do so, to fill the vacancy.]
- 28.5.7. 25 Members ~~[of an Area]~~ (as defined in Article 28.3.1) may ~~[terminate the appointment of an Area Officer or an Area Representative by making a written representation to the Area Chair, or the National Council, to terminate the appointment of an Area Officer or an Area Representative. In such cases the Area will be required to re-elect the post via an extraordinary Ordinary General Area Meeting called for that purpose at the time of the next scheduled Area Meeting; subject to complying with Article 28.4.2 on notification in accordance with these Articles. The current appointee Area Officer or Area Representative concerned will remain in post until the election and shall either continue in post if confirmed at the meeting, or shall stand down upon either the Area Members confirming their removal of that person or electing someone else in their place. during the interim period and shall be eligible to stand at the election.]~~
- 28.5.8. Where a vacancy arises for whatever reason in the post of an Area Officer or Area Representative; the Area Chair, with agreement of the National Council, will be able to co-opt a Member to fill that vacancy until it is filled through an Area General Meeting in accordance with these Articles.
- 28.5.9. Additionally, Area Representatives appointments, may be terminated prior to completing their term defined in Article 28.5.1 and 28.5.2 by a vote at an Area Annual General Meeting.

## 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 their 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 made available to the Directors, the National Council and to every Member present at that meeting within twenty one 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 to an address notified for that purpose.
- 28.7.3. At the Annual Area General Meeting the chair 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 be made available a copy of that report to the Directors within twenty one days of the date of the meeting, to an address provided for that purpose.

#### 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 the 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 the Act 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 the National Council in advance of each meeting of the 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. In addition to this, Notices may be published by the Company via the Official Magazine.
- 31.2. In addition to Article 31.1, Notices, or supplements to Notices, may be published on the Company's website, and such publication will be deemed the primary source of [giving](#) Notice by the Company.
- 31.3. 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,
- 31.4. 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.
- 31.5. 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.
- 31.6. 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.
- 31.7. 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.
- 31.8. 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 at the expiration of 24 hours after the time when the cover containing the same was posted or published (regardless of class or type of posting or publication) following when material is first made available on the website or published in the Official Magazine.
- 31.9. 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.
- 31.10. 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 them in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in their favour, or they are acquitted, or relief is granted to them 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 them in any

proceedings (whether civil or criminal) brought by any party in relation to the affairs of the Company, provided that they will be obliged to repay such amounts no later than:

- 32.2.1. if they are convicted in proceedings, the date when the conviction becomes final; or
- 32.2.2. if judgement is given against them in proceedings, the date when the judgement becomes final; or
- 32.2.3. if the court refuses to grant them 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 them or loss or expenditure which they 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

Seek approval of the National Council, and/or refer direct to the Voting Members:

- any proposed change of corporate legal structure or legal status;
- the establishment or winding up of subsidiaries;
- any proposed changes to the categories and criteria of Members and determining eligibility for the same or the National Council;
- any proposed change to the Articles; specifically changes to the objects of the BMC that might conflict with traditional climbing values as practised in Britain;
- any change of name or trading name; and
- any decision to change of registered office.

Consult and duly consider the view of the National Council on and in respect of:

- setting a strategy for the organisational direction and vision of the Company;
- any merger, transfer of undertaking or business acquisition;
- resolutions to be proposed at General Meetings;
- any change of Company branding; and
- any increase in subscription fees above inflation in accordance with RPI.
- Appointment through co-option of a Nominated Director where the Board consider it is necessary to ensure that the Board has the skills and/ or experience necessary to fulfil its role.

**Comment [AS18]:** Agreed to by SE.  
Added to support 19.15