

THE COMPANIES ACT 2006

**A Company Limited by Guarantee and
Not having a Share Capital**

Adopted by Special Resolution Passed 18th November 2018

Articles of Association

OF

WELSH TRIATHLON LIMITED

Company Registration No: 7205079

Date of Incorporation 26 March 2010
(Private Company, Limited by guarantee, without share capital)

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PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

In the Articles, unless the context requires otherwise;-

"Annual General Meeting" has the meaning given in Article 23;

"Articles" means the Company's Articles of Association;

"Board" means the Board of Directors for the time being of the Company;

"British Triathlon" means the British Triathlon Federation a company limited by guarantee and incorporated in England and Wales on 28th November 1994 with company number 02995438 and which is a member of the of the ITU and acts as the umbrella organisation for the Sports in Great Britain;

"Byelaws" means byelaws made by the Directors to deal with particular circumstances not covered by the rules and regulations of the Company;

"Director" means a Director of the Company, and includes any person occupying the position of Director, by whatever name called;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"Chair" has the meaning given in Article 12;

"Code" refers to the Code for Sports Governance jointly published by UK Sport and Sport England in October 2016.

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

"Company" means The Welsh Triathlon Limited, Company Registration No: 7205079;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"General Meeting" is a meeting of the Members;

"Great Britain" means Great Britain together with the Isle of Man and the Channel Islands;

"GLF" refers to the Governance and Leadership Framework for Wales published in April 2015 by the Sport & Recreation Alliance and supported by Sport Wales.

"Independent Director" means an individual appointed from time to time pursuant to these Articles to serve on the Board in an independent capacity and who does not hold, nor previously held, any office, position or appointment within a Triathlon organising body. An 'Independent Director' must be seen to be independent from the perspective of an objective outsider;

"ITU" is the International Triathlon Union being the international federation for the sport of Triathlon;

"Member" has the meaning given in the Welsh Triathlon Membership Regulations as amended from time to time, that sets out membership rights including voting

rights; every Member with voting rights shall have one vote at meetings of the Company;

"National Governing Body" means an organisation which is generally recognised as the governing body for a particular sport;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"participate" in relation to a Board meeting has the meaning given in Article 10;

"proxy notice" has the meaning given in Article 31;

"rules" means the rules of the Company in force at any time;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"Sports" means those multi-discipline sports governed and controlled by the ITU, and for which the ITU owns and maintains the sport technical rules, including triathlon and duathlon;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"writing" means 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.

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

The provisions of Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company and these Articles shall apply instead.

PART 2

2 Objects

The Company's purpose is to act as the governing body for the Sports in Wales and in doing so:

- 2.1 to generally promote the Sports in Wales;
- 2.2 to encourage participation in the Sports amongst the Welsh population in both competitive and recreational formats;
- 2.3 to ensure that all persons irrespective of their age, gender, race, ethnic origin, social status, religious or sexual orientation, have a genuine and equal opportunity to participate in the Sports at all levels of performance and in all roles;
- 2.4 to maintain membership of British Triathlon;
- 2.5 to promote the development of a club structure for the Sports;
- 2.6 to provide relevant services, advice and assistance to the Members;
- 2.7 to represent and protect the interests of the Members;
- 2.8 to provide education and training (and other related services) in respect of the Sports to Members, event organisers and to the public;
- 2.9 to encourage communication and co-operation between clubs and individuals within Wales and to communicate and disseminate information to, and from, the Company and the British Triathlon;
- 2.10 to promote drug free sport and to adhere to the principles of the World World-Doping Code and the related rules, regulations and guidance published by the British Triathlon and/or the ITU, the United Kingdom Anti-Doping Agency and any of the Sport Councils;
- 2.11 be responsible for Wales' participation in the Sports in international competition where Wales is separately represented, such as Home Nations Championships and the Commonwealth Games;
- 2.12 to develop, lead and assist in commercial, marketing and public relations policies and activities for the Sports in Wales, including in particular the sourcing and procuring of commercial partnerships and sponsorship;
- 2.13 to operate in accordance with the relevant and applicable principles of the Code and the GLF;
- 2.14 to do all other things that are incidental or conducive to the attainment of the above objectives

The income and property of the Company shall be applied solely towards the promotion of these objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to any of the Members.

3 Liability of Members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of

the Company being wound up while a Member or within one year after ceasing to be a Member, for;-

- 3.1 payment of the Company's debts and liabilities contracted before ceasing to be a Member,
- 3.2 payment of the costs, charges and expenses of winding up, and
- 3.3 adjustment of the rights of the contributories among themselves.

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 Directors may delegate

- 5.1 The Directors may delegate any of the powers which are conferred on them under the Articles to a person or committee on terms and conditions as they think fit, provided that the Directors will remain responsible for the consequences of the actions of any such person or committee.
- 5.1 If the Directors so specify, any such delegation may authorize further delegation of the Directors' powers by any person to whom they are delegated.
- 5.2 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

6 Committees

- 6.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 6.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

7 Directors to take decisions collectively

The general rule about decision-making by Directors is that any decision of the Directors must be supported by a majority of the Directors entitled to vote on any proposal.

8 Decisions

- 8.1 A decision of the Directors is taken in accordance with these Articles when all eligible Directors have the opportunity to indicate to each other by any means that they hold a view on a matter that is being proposed, including that they chose to abstain from participation in any vote.
- 8.2 Such a decision may be taken at a meeting of the Directors (which may be held by telephone or other appropriate means), or in the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated their view in writing.
- 8.3 References in these Articles to eligible Directors are to Directors who are not otherwise prohibited from voting whether as a result of a conflict or otherwise as hereunder provided.
- 8.4 A decision may not be taken in any form if the eligible Directors available to vote would not have formed a quorum at a meeting of the Directors.

9 Calling a Directors' meeting

- 9.1 Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors.
- 9.2 Notice of any Directors' meeting must indicate;-
 - 9.2.1 its proposed date and time;
 - 9.2.2 where it is to take place; and
 - 9.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 9.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

10 Participation in Directors' meetings

- 10.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when;-
 - 10.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 10.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 10.4 The Board of Directors shall have power to invite any person it wishes to attend any meeting of the Board of Directors in an advisory capacity but without power to vote thereat.

11 Quorum for Directors' meetings

- 11.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than five, and unless otherwise fixed it is five.
- 11.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision;-
 - 11.3.1 to recruit and appoint further Directors, or
 - 11.3.2 to set a time and place for the next meeting

12 Chairing of Directors' meetings

- 12.1 The Directors shall appoint a Chair to chair meetings of the Directors in accordance with the Director Rules and Regulations as 16 and the Director Recruitment process 17.
- 12.2 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start the participating Directors must appoint one of themselves to chair it.
- 12.3 The appointed Chair shall hold office for the term of their Directorship.
- 12.4 In the event of the Chair resigning (either as Chair or as a Director) or otherwise being removed as Chair, the Directors shall appoint a replacement as 12.1 above.

13 Transactions or other arrangements with the Company

- 13.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006, and provided the Director has declared the nature and extent of their interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - 13.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 13.1.2 shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 13.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 13.1.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a Director;

- 13.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 13.1.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

14 Directors' Conflicts of interest

- 14.1 The Directors may authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching their duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ('Conflict').
- 14.2 Any authorisation under this Article will be effective only if:-
 - 14.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of the Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 14.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
 - 14.2.3 the matter was agreed to without their voting or would have been agreed to if their vote had not been counted.
- 14.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):-
 - 14.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - 14.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine;
 - 14.3.3 be terminated or varied by the Directors at any time;
 - 14.3.4 provide that, where the Director in question obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

- 14.4 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Director:-
- 14.4.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
 - 14.4.2 is not given any documents or other information relating to the Conflict;
 - 14.4.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 14.5 Where the Directors authorise a Conflict;-
- 14.5.1 the Director will be obliged to conduct himself in any terms imposed by the Directors in relation to the Conflict;
 - 14.5.2 the Director will not infringe any duty they owe to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided they act in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 14.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in a General Meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

15 Records of decisions to be kept

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every majority decision taken by the Directors.

16 Directors' discretion to make further rules

- 16.1 Subject to the Articles, the Directors may make any rule or regulation which they think fit about how they take decisions, and about how such rules and regulations are to be recorded or communicated to Directors.
- 16.2 The Directors may from time to time make such rules, regulations or Byelaws as they may deem necessary for the proper conduct and management of the Company.
- 16.3 The Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such rules, regulations or Byelaws, which so long as they shall be in force, shall be binding on all Members of the Company. Provided, nevertheless, that no rule, regulation or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles of the Company.

17 Methods of appointing Directors

- 17.1 Until and unless otherwise determined by the Company in a General Meeting, there shall be a maximum of eleven Directors and the minimum number shall be five.
- 17.2 Subject to the provisions of these Articles, including Director Rules and Regulations set under 16 and maximum terms any person who is willing may act as a Director of the Company 17.5 if permitted by law to do so; a person may be chosen to be a Director by decision of the Directors and after the process outlined in 17.3
- 17.3 The Board shall follow the agreed Director recruitment process for all appointments other than the Executive Officer;-
 - 17.3.1 the recruitment process shall always adhere to the Company equality and diversity statements
 - 17.3.2 the recruitment process shall begin with a review of the skills gap, independent versus dependant balance, and diversity of the Board
 - 17.3.3 all reasonable attempts will be made to advertise the post widely to both members and the wider community
 - 17.3.4 a rigorous interview process will select the best candidate
 - 17.3.5 the candidate will be appointed to the Board on acceptance of the position and presented to the membership at the Annual General Meeting
- 17.4 The business of the Company shall be managed by the Directors who shall consist;-
 - 17.4.1 Ten (10) Directors appointed by the Directors
 - 17.4.1.1 at least three (3) of whom shall be Independent; and
 - 17.4.2 the Executive Officer or such person appointed to a similar position, provided that they shall have successfully completed any probationary period pursuant to their contract of employment.
- 17.5 All Directors, other than the Executive Officer, shall hold office for a maximum of three years (the term may vary, as determined by the Board at the time of appointment, but only by being less than three years,) Directors are eligible for re-appointment, subject to the provisions on the total number of years served set out in 17.6
- 17.6 Nothing shall prevent an existing Director serving a further term or terms should they be re-appointed, except that no Director (other than the Executive Officer) may be considered for further appointment if they have served for six consecutive years.
 - 17.6.1 At the end of the maximum term served stated in 17.6 a person shall be ineligible for appointment as a Director until at least twelve (12) months have elapsed since the end of their last term in office.
- 17.7 The Directors may agree role descriptions which will be outlined in the Directors Rules and Regulations and assign specific tasks to any Director as they see fit, save as one Director shall act as Chair as determined by Article 12 and another as Director of Finance.
- 17.8 The Directors for the time being of the Board may act notwithstanding any vacancy in their body.

Should a situation arise, where, as a result of resignation or death, the Company has no Directors, the Executive Officer by notice in writing to the Members may appoint two (2) Directors who will as soon as reasonably practicable start a process for the recruitment of a full Board.

18 Termination of Director's appointment

A person ceases to be a Director as soon as;-

- 18.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- 18.2 a bankruptcy order is made against that person;
- 18.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 18.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 18.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 18.6 the Directors resolve by a 2/3rds majority that their office be vacated
- 18.7 the Members in General Meeting pass an ordinary resolution to remove a Director pursuant to section 168 of the Companies Act. A person may be appointed to replace the removed Director in accordance with Article 17.

19 Directors' remuneration

- 19.1 Directors may undertake any services for the Company that the Directors decide.
- 19.2 Directors are entitled to such remuneration as the Directors determine;-
 - 19.2.1 for any other service which they undertake for the Company which is not being received for the provision of services in the course of their duties as Director.
- 19.3 Subject to the Articles, a Director's remuneration may;-
 - 19.3.1 take any form, and
 - 19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director
 - 19.3.3 unless the Directors decide otherwise, Directors' remuneration accrues from day to day

20 Directors' expenses

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at;-

- 20.1 meetings of Directors or committees,

- 20.2 General Meetings,
20.3 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 4
MEMBERS

BECOMING AND CEASING TO BE A MEMBER

21 Membership

- 21.1 There shall be different categories of member and membership with different rights and privileges as agreed by the Directors and set out in the Membership Regulations of the Company as amended from time to time.
- 21.1.1 Members are individuals who join Welsh Triathlon and pay a subscription
- 21.1.2 Members include coaches, officials and volunteers who join Welsh Triathlon and pay a subscription
- 21.1.3 Membership Clubs residing in Wales who pay an affiliation fee.
- 21.1.4 Only individual members are able to vote
- 21.2 Every voting Member, on being accepted will be entitled to receive notices of and attend all Annual General Meetings and General Meetings of the Company, to be on the mailing list of the Company and to such other additional rights and privileges as the Directors may from time to time determine.
- 21.3 Notices will be made available in the manner determined by the Directors.

22 Termination of Membership

- 22.1 A Member may withdraw from membership by giving 7 days' notice to the Company in writing.
- 22.2 Membership shall cease:-
- 22.2.1 if a Member shall fail to pay any money due to the Company including without limitation any affiliation fee payable under these Articles or those of British Triathlon, or the Company's Byelaws;
- 22.2.2 if a person dies.
- 22.3 Membership is not transferable.
- 22.4 Welsh Triathlon Limited acting reasonably following the Disciplinary Procedures of the Company may expel any member if it considers that it is inappropriate that membership should continue or if the conduct of the member shall bring Welsh Triathlon or the Sports into disrepute.

ORGANISATION OF GENERAL MEETINGS

23 Attendance and speaking at General Meetings

- 23.1 The Annual General Meeting date shall be set by the Directors, an Annual General Meeting shall usually be held each year.
- 23.2 The Directors will circulate notice for the Annual General Meeting at least 2 months before the date of the meeting and circulate the Agenda at least 14 days before the date of the meeting.
- 23.3 A General Meeting may be called at any time at the request of the Directors by giving 28 days' notice to the Members or upon receipt by the Company of a requisition to call such a meeting signed by not less than 15 Members.
- 23.3.1 Any such request made by the Members must state the terms of a resolution or resolutions capable of being voted upon at the meeting;
- 23.3.2 Following a valid request by the Members the Company must organise a General Meeting within 2 months of receiving the request.
- 23.4 The Directors will circulate notice for a General Meeting at least 28 days before the date of the meeting and circulate the Agenda at least 14 days before the date of the meeting.
- 23.5 Notices of motion put forward by Members for the Annual General Meeting must be received by the Company at least 21 days before the date of the Annual General Meeting.
- 23.6 A Member or Director is able to exercise the right to speak at an Annual General Meeting or General Meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 23.7 A Member is able to exercise the right to vote at an Annual General Meeting or a General Meeting when;-
- 23.7.1 that Member is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 23.7.2 that Member's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 23.8 The Directors may make whatever arrangements they consider appropriate to enable those attending an Annual General Meeting or a General Meeting to exercise their rights to speak or vote at it.
- 23.9 In determining attendance at an Annual General Meeting or a General Meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 23.10 Two or more Members who are not in the same place as each other attend an Annual General Meeting or a General Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

24 Quorum for General Meetings

No business other than the appointment of the Chair of the meeting (subject to 25.1) is to be transacted at an Annual General Meeting or a General Meeting if the persons attending it do not constitute a quorum. A quorum shall be 5 voting Members or one third of the membership, whichever is lower in attendance or by proxy and able to vote.

25 Chairing General Meetings

- 25.1 If the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start;-
- 25.1.1 the Directors present must appoint a Director to chair the meeting;
 - 25.1.2 (if no Directors are present), the meeting, must appoint a Member to chair the meeting and the appointment of the Chair of the meeting must be the first business of the meeting.

26 Attendance and speaking by Directors and non-Members

- 26.1 Directors may attend and speak at all meetings of the Company, whether or not they are members.
- 26.2 The Chair of the meeting may permit other persons who are not Members to attend and speak at an Annual General Meeting or a General Meeting.

27 Adjournment

- 27.1 If the persons attending an Annual General Meeting or a General Meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the meeting must adjourn it.
- 27.2 The Chair of the meeting may adjourn an Annual General Meeting or a General Meeting at which a quorum is present if;-
- 27.2.1 the meeting consents to an adjournment, or
 - 27.2.2 it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
 - 27.2.3 if any confidential information which may affect any voting at the meeting has been disclosed to any other person without the authorisation of the Directors.
- 27.3 The Chair of the meeting must adjourn an Annual General Meeting or a General Meeting if directed to do so by the meeting.
- 27.4 When adjourning an Annual General Meeting or a General Meeting, the Chair of the meeting must;-

- 27.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
- 27.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 27.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given);-
 - 27.5.1 to the same persons to whom notice of the Company's Annual General Meeting or General Meeting is required to be given, and
 - 27.5.2 containing the same information which such notice is required to contain.
- 27.6 No business may be transacted at an adjourned Annual General Meeting or General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT ALL TYPES OF GENERAL MEETINGS

28 Voting: general

- 28.1 Methods of voting will be clearly indicated in notices of meetings, usually the following methods will be used;-
 - 28.1.1 by Members present
 - 28.1.2 by Proxy vote
- 28.2 A resolution put to the vote at a meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 28.3 Any election shall always be put to a vote and if there shall be more candidates than positions available the vote will be conducted by secret ballot.
- 28.4 For the avoidance of doubt no person other than a Member shall have the right to a vote at meetings unless that person is holding a proxy.
- 28.5 If a Member shall be unable to attend an Annual General Meeting or a General Meeting then the Member may grant a proxy in writing either to the Chair of the meeting, a Director, or another Member.
 - 28.5.1 Other than the Chair of the meeting, a person may hold only one proxy.

29 Errors and disputes

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

30 Poll votes

- 30.1 A poll on a resolution may be demanded;-

- 30.1.1 in advance of the meeting where it is to be put to the vote, or
- 30.1.2 at a meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 30.2 A poll may be demanded by;-
 - 30.2.1 the Chair of the meeting;
 - 30.2.2 the Directors;
 - 30.2.3 two or more persons having the right to vote on the resolution.
- 30.3 A demand for a poll may be withdrawn if;-
 - 30.3.1 the poll has not yet been taken, and
 - 30.3.2 the Chair of the meeting consents to the withdrawal.
- 30.4 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

31 Content of proxy notices

- 31.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which;-
 - 31.1.1 states the name and address of the Member appointing the proxy;
 - 31.1.2 identifies the person appointed to be that Member's proxy and the Annual General Meeting or General Meeting in relation to which that person is appointed;
 - 31.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine;
 - 31.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the meeting to which they relate.
- 31.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes, proxy notices must be received by the Company at least 48 hours before the start of the meeting to which the proxy refers.
- 31.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 31.4 Unless a proxy notice indicates otherwise, it must be treated as;-
 - 31.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 31.4.2 appointing that person as a proxy in relation to any adjournment of the meeting to which it relates as well as the meeting itself.

32 Delivery of proxy notices

- 32.1 A Member that is entitled to attend, speak or vote (either on a show of hands or on a poll) at an Annual General Meeting or a General Meeting

remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that Member.

- 32.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing signed by the Member by whom or on whose behalf the proxy notice was given.
- 32.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

33 Amendments to resolutions

- 33.1 An ordinary resolution to be proposed at a meeting may be amended by ordinary resolution if;
 - 33.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine), and
 - 33.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
- 33.2 A special resolution to be proposed at an Annual General Meeting or General Meeting may be amended by ordinary resolution, if;-
 - 33.2.1 the Chair of the meeting proposes the amendment at the meeting at which the resolution is to be proposed, and
 - 33.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 33.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

34 Means of communication to be used

- 34.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorized or required by any provision of that Act to be sent or supplied by or to the Company.
- 34.2 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.

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

35 No right to inspect accounts and other records

- 35.1 Except as provided by law or authorized by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

DIRECTORS' INDEMNITY AND INSURANCE

36 Indemnity

- 36.1 Subject to 36.2, a relevant Director of the Company may be indemnified out of the Company's assets against;-
- 36.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty in relation to the Company,
- 36.2 This Article does not authorize any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 36.3 In this Article;-
- 36.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- 36.3.2 a "relevant Director" means any Director or former Director of the Company.

37 Insurance

- 37.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- 37.2 In this Article;-
- 37.2.1 a "relevant Director" means any Director or former Director of the Company or an associated Company,
- 37.2.2 a "relevant loss" means any loss or liability in respect of which an indemnity has been given under 41 above, and
- 37.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

38 Dissolution

- 38.1 The Company may only be wound up by Special Resolution of the Members at a General Meeting.

38.2 If the Company is wound up or dissolved and there is any property remaining after all its debts are settled, this will be given to British Triathlon (or any subsequent successor) or if this is not possible then to some other institution or institutions that support Triathlon provided that the receiving institution(s) also prohibits the distribution of income and property among its members in the same way as the Company. The institution(s) will be decided by the Members at or before the time of dissolution.