

Company Number: 07289574

The Companies Act 2006

Private Company Limited by Guarantee and Not Having a Share Capital

Certificate of Passing

of

Parkrun Limited

(Company)

I certify that the following resolution was passed as a special resolution (**Resolution**) in general meeting, duly convened and held in accordance with the Companies Act 2006 and the Company's articles of association, on 13 August 2015

By Special Resolution

THAT the draft regulations annexed to this Resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, its existing articles of association



Chair/Director/Secretary

14th August 2015

Date

THURSDAY



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20/08/2015

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COMPANIES HOUSE

Company number: 07289574

**The Companies Act 2006
Company Limited by Guarantee and not
having a Share Capital**

**Articles of Association
of
Parkrun Limited**

**Incorporated on 18 June 2010
Articles of association adopted by special resolution on 13 August 2015**

muckle^{LLP}

**Muckle LLP
Time Central
32 Gallowgate
Newcastle upon Tyne
NE1 4BF**

Company number: 07289574

The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital
Articles of Association
of
Parkrun Limited

1 Definitions and Interpretation

1 1 In these Articles

Annual General Meeting	has the meaning given in Article 27 1,
Articles	means these articles of association of the Company,
CA 2006	means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force,
Chair	means the chair of the Company appointed under Article 15 8,
Circulation Date	in relation to a written resolution has the meaning given in Section 290 of the CA 2006,
Clear Days	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
Company	means the company intended to be regulated by these Articles,
Companies Acts	has the meaning given to it in Section 2 of the CA 2006 insofar as the Companies Acts apply to the Company,
Connected Person	in relation to a Director means any person falling within 1

(one) or more of the following categories

- (a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild of a Director,
- (b) the spouse or civil partner of any person in paragraph (a) above,
- (c) any person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is referred to in paragraph (a) or (b) above,
- (d) any company, partnership, limited liability partnership or firm of which a Director is a paid director, member, partner or employee or a shareholder holding more than 1 (one) per cent of the issued share capital,

(and in relation to a Director **Connected** has a corresponding meaning),

Directors

means the directors of the Company (and **Director** has a corresponding meaning)

Document

includes a summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form,

**Electronic Form and
Electronic Means**

have the meanings respectively given to them in Section 1168 of the CA 2006,

Events Directors

means all those persons who are responsible for overseeing parkrun time trials and such other events at a local level as are detailed on the Website For the avoidance of doubt the Events Directors shall not in such capacity be Directors of

	the Company,
Events Representative	means an Events Director appointed in accordance with Article 24 1 2,
Executed	includes any mode of execution,
First Chairman	means Paul Sinton-Hewitt,
Founding Members	means Paul Sinton-Hewitt, Roger Wilson, Duncan Gaskell, Jim Desmond and Christopher Wright,
Hard Copy and Hard Copy Form	have the meanings respectively given to them in Section 1168 of the CA 2006,
Memorandum	means the memorandum of association of the Company,
Office	means the registered office of the Company,
Officers	includes the Directors, the Secretary and any managers of the Company,
ordinary resolution	has the meaning given in Section 282 of the CA 2006,
Public Holiday	means Christmas Day, Good Friday and any day that is a public holiday or a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered,
Seal	means the common seal of the Company (if any),
Secretary	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint assistant or deputy secretary (if any),
special resolution	has the meaning given in section 283 of the CA 2006,
United Kingdom	means Great Britain and Northern Ireland,
Website	means <u>www.parkrun.org.uk</u> or such other website(s) as the

Company may from time to time specify as being the main official website of the Company, and

Writing includes 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 Words importing the masculine gender only shall include the feminine and neuter gender
Use of the singular includes the plural and vice versa

1 3 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1 4 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts as in force on the day on which the Articles become binding on the Company

1 5 Subject to Article 1 4 any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it

1 6 The relevant model articles of association for a company limited by guarantee are hereby expressly excluded

2 Name and Office

2 1 The name of the Company is Parkrun Limited save that the Company may change its name by a special resolution

2 2 The Company's Office is to be situated in England and Wales

3 Objects

3 1 The Company's objects (**Objects**) are for the benefit of the public generally in the United Kingdom to promote community participation in healthy recreation by

3 1 1 organising and providing running events,

3 1 2 creating opportunities for members of the community to participate in and/or volunteer at such running events, and

3 2 for such other charitable or philanthropic purposes in each case as the Directors may from time to time decide as approved by the members

4 **Exercise of Powers**

In furtherance of the Objects (but not otherwise) the Company may exercise the following powers

- 4 1 to organise, arrange or otherwise carry on sporting and recreational events and activities,
- 4 2 to promote and carry out research,
- 4 3 to provide information, advice and guidance,
- 4 4 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media,
- 4 5 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Company,
- 4 6 to accept or disclaim gifts of money or any other property,
- 4 7 to raise funds and to invite and receive contributions,
- 4 8 to purchase, take on, lease, acquire, alter, improve, construct and maintain property and equip it for use,
- 4 9 to sell, charge, let, mortgage or otherwise dispose of property and buildings,
- 4 10 to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable provisions for the payment of pensions and superannuation to staff and their dependants,
- 4 11 to support or establish or aid in the establishment of any trusts, associations or institutions formed for all or any of the Objects,
- 4 12 to acquire, merge, collaborate, amalgamate or co-operate with other voluntary or sporting bodies operating in furtherance of the Objects or similar purposes and to exchange information and advice with them,
- 4 13 alone or with other organisations to seek to influence public opinion and to make representations to and to seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations,
- 4 14 to insure the property of the Company against any foreseeable risk and to take out other insurance policies to protect the Company and the Directors and other Officers,

- 4 15 to establish or acquire subsidiary companies to assist or act as agents for the Company or to carry on trading activity,
- 4 16 to borrow money and give security for loans, and
- 4 17 to deposit or 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 arrange for the investments or other property of the Company to be held in the name of a nominee,
- 4 18 to deposit documents or other physical assets with any company or other body registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required,
- 4 19 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation of the Company and the maintenance of indemnity insurance for the Directors and other Officers (as the Directors may require from time to time in accordance with Article 4 14 above),
- 4 20 to apply the capital or income of the Company
- 4 20 1 to make loans (either free of interest or at such rate(s) of interest and on such terms as the Directors shall at their sole discretion decide) of such amount as the Directors may determine in each case to any person(s), association, club, company or other organisation in the territory specified in Article 3 above for any purpose approved by the Directors, and
- 4 20 2 to make grants, prizes, awards, scholarships or bursaries to such person(s), association, club, company or other organisation in furtherance of the Company's Objects as the Directors shall at their sole discretion decide for any purpose approved by the Directors,
- 4 21 to set aside income for special purposes or as a reserve against future expenditure, and
- 4 22 to do all such other lawful things as may further, or are ancillary or incidental to, the Objects
- 5 Income and Expenditure**
- 5 1 The income and property of the Company shall be applied solely towards the promotion of the Objects
- 5 2 Subject to Article 12 3, no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Company 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 nothing in these Articles shall prevent any payment in good faith by the Company

5 2 1 of a benefit to any member of the Company or to any Director (or a Connected Person) in his or her capacity as a beneficiary of the Company,

5 2 2 to any Director of reasonable and proper out of pocket expenses incurred in accordance with Article 14,

5 2 3 of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Company or a Director (or a Connected Person) may also be a member holding not more than 1 (one) per cent of the issued share capital of that company,

5 2 4 of reasonable and proper remuneration for any goods or services supplied to the Company by any member of the Company or to any Director (or a Connected Person) including any services supplied under a contract of employment,

5 2 5 of interest on money lent by any member of the Company or a Director (or a Connected Person) at a reasonable and proper rate,

5 2 6 of reasonable and proper rent or hire fee for premises demised or hired out by any member of the Company or a Director (or a Connected Person),

5 2 7 of reasonable and proper premiums in respect of Director indemnity insurance effected in accordance with Article 4 14,

5 2 8 to any Director or other Officer of the Company of any indemnity effected in accordance with Article 42, or

5 2 9 any other payment or benefit authorised by ordinary resolution,

so long as, in the case of any benefit conferred on a Director (or a Connected Person) under this Article 5, the relevant Director must comply with Article 16 and, in the case of Articles 5 2 4 to 5 2 6, must obtain the members' approval by ordinary resolution

6 Liability of Members

The liability of the members is limited

7 Members' Undertaking

Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1 (one pound)) to the Company's assets if it should be wound up while he or she is a member or within 1 (one) year after he or she ceases to be a member for payment of the Company's debts and liabilities contracted before he or she ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves

8 Residual Assets

8 1 At any time before, and in expectation of, the winding up or dissolution of the Company the members of the Company or, subject to any resolution of the members, the Directors may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways

8 1 1 directly for the Objects of the Company,

8 1 2 to any charitable institution or institutions for purposes falling within the Objects of the Company, or

8 1 3 to any charitable institution or institutions for purposes similar to the Objects of the Company,

8 2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 8 (except to any member which is itself a charitable institution chosen to benefit under this Article 8)

9 Board of Directors

9 1 The number of Directors shall be not less than 2 (two) but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum

9 2 The first Directors shall be those persons named in the statement delivered pursuant to Section 12(1) of CA 2006 who shall be deemed to have been appointed under the Articles
Future Directors shall be appointed as provided subsequently in the Articles

9 3 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of Directors

10 Power of Directors

10 1 Subject to the provisions of the Companies Acts and the Articles and to any directions given by ordinary resolution of the members, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction by the members 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 10 shall not be limited by any special power given to the Directors by the Articles and a meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

10 2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles, the Directors shall have the following powers namely

10 2 1 to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Company, and

10 2 2 to enter into contracts on behalf of the Company

11 Eligibility to be a Director

No person may be appointed as a Director

11 1 unless he or she has attained the age of 18 (eighteen) years,

11 2 if (had he or she already been a Director) he or she would have been disqualified from acting under the provisions of Article 13, or

11 3 his or her appointment would result in the number of Directors exceeding the maximum set by or in accordance with these Articles

12 Appointment and Retirement of Directors

12 1 Any person who is willing and eligible to act as a Director may be appointed as a Director

12 1 1 by ordinary resolution of the members,

12 1 2 by co-option by the Directors under Article 12 2, or

12 1 3 by deemed reappointment under Article 13 4

12 2 The Directors may co-opt not more than 3 (three) Directors as additional Directors or to fill a casual vacancy A co-opted Director's term of office shall terminate at the conclusion of the next following Annual General Meeting but he or she may be reappointed in accordance with the Articles

12 3 Subject to the provisions of the Companies Act and to Article 5 above, the Directors may appoint 1 (one) or more of their number to the remunerated office of managing director or to any other remunerated executive office Any such appointment may be made upon such terms as the Directors determine Any appointment of a Director to an executive office shall terminate if he or she ceases to be a Director

13 Disqualification and Removal of Directors

A Director shall cease to hold office if he or she

13 1 ceases to be a director by virtue of any provision in the Companies Acts,

13 2 appears on the statutory barred list in relation to children or vulnerable adults under the Safeguarding Vulnerable Groups Act 2006 or is disqualified from working with children under Part II of the Criminal Justice and Court Services Act 2000,

13 3 becomes incapable by reason of illness or injury of managing and administering his or her own affairs,

13 4 resigns from his or her office by notice to the Company (but only if at least the minimum number specified in Article 9 1 will remain in office when the notice of resignation is to take effect),

13 5 is absent without the permission of the Directors from all their meetings held within a period of 6 (six) months and the Directors resolve that his or her office be vacated,

13 6 is the subject of a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy,

13 7 makes a composition with his or her creditors generally in satisfaction of his or her debts, or

13 8 is removed from office in accordance with Section 168 of the CA 2006 by passing an ordinary resolution of the members

14 **Directors' Expenses**

The Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties

15 **Proceedings of Directors**

15 1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit

15 2 A Director may (and the Secretary at the request of a Director shall) call a meeting of the Directors

15 3 It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom

15 4 Questions arising at a meeting shall be decided by a majority of votes but in the case of an equality of votes the chair of the meeting shall (subject to Article 16) have a second or casting vote

15 5 The quorum for the transaction of the business of the Directors may be fixed by the Directors but shall not be less than one half of their number (rounded up) or 2 (two) Directors, whichever is the greater

15 6 The Directors may act notwithstanding any vacancies in their number but if the number of Directors is less than the number fixed as the quorum the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting

15 7 A meeting of the Directors at which business is to be transacted may consist of a conference between Directors who are not all in the same place, but of whom each is able (whether directly or by telephonic communication or by video conference, an internet video facility or similar electronic method allowing simultaneous visual and/or audio participation) to speak to each of the others and to be heard by each of the others simultaneously and the word "**meeting**" in these Articles shall be construed accordingly

15 8 The Directors may appoint 1 (one) of their number to be chair of their meetings (**Chair**) and may at any time remove him or her from that office Unless he or she is unwilling to do so the Chair shall preside at every meeting of Directors at which he or she is present but, if there is no Director holding that office or if the Chair is unwilling to preside or is not present within 5

(five) minutes after the time appointed for the meeting, the Directors present may appoint 1 (one) of the number to be chair of the meeting

16 Declaring Conflicts of Interest

16 1 Unless Article 16 2 below applies, a Director must declare the nature and the extent of

16 1 1 any direct or indirect interest which he or she (or a Connected Person) has in a proposed or existing transaction or arrangement with the Company or any Subsidiary Company, and

16 1 2 any duty owed to a third party or any direct or indirect interest which he or she (or a Connected Person) has which conflicts or possibly may conflict with his or her duties to the Company or the interests of the Company

16 2 There is no need to declare any interest or duty

16 2 1 of which the other Directors are, or ought reasonably to be, already aware, or

16 2 2 of which the Director is not aware (but for this purpose a Director is treated as being aware of matters of which he or she ought reasonably to be aware)

16 3 Unless Article 16 4 below applies, whenever a Director (or a Connected Person) has an interest or duty which conflicts (or may reasonably be regarded as likely to give rise to a conflict of interests or duties) with, or in respect of, the Company, the relevant Director must

16 3 1 withdraw from that part of the meeting unless expressly invited to remain but only for the purposes of providing information to the meeting,

16 3 2 not be counted in the quorum for that part of the meeting, and

16 3 3 withdraw during the vote and have no vote on the matter

16 4 This Article 16 4 applies when

16 4 1 the Company by ordinary resolution disapplies the provisions of these Articles which would otherwise prevent a Director from being counted in the quorum and vote,

16 4 2 the interest or duty of the Director (or the Connected Person) cannot reasonably be regarded as likely to give rise to a conflict of interests or duties with, or in respect of, the Company,

16 4 3 the interest or duty of the Director (or the Connected Person) arises from a permitted cause under Article 16 5 below

16 5 For the purposes of this Article 16 the following are permitted causes

- 16 5 1 any benefit received by a Director or a Connected Person in his or her capacity as a beneficiary of the Company under Article 5 2 1 and which is generally available to the beneficiaries of the Company,
- 16 5 2 reimbursement of a Director's expenses permitted under Article 5 2 2,
- 16 5 3 of any fees, remuneration or other benefit in money or money's worth paid to or received by any company under Article 5 2 3,
- 16 5 4 the purchase of any premium in respect of Director indemnity insurance permitted under Article 5 2 7, or
- 16 5 5 payment to a Director or other Officer of an indemnity permitted under Article 5 2 8, unless in the circumstances the other Directors decide to the contrary
- 16 6 Any uncertainty about whether an interest or duty of a Director (or a Connected Person) is reasonably likely to give rise to a conflict of interests or duties with, or in respect of, the Company shall be determined by the Chair (or, if it relates to the Chair, by the other Directors) acting reasonably and in good faith and the ruling of the Chair (or the other Directors, as the case may be) shall be final and conclusive
- 17 Authorising Conflicts of Interest**
- 17 1 The Directors may, in accordance with the requirements set out in this Article 17, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests For the avoidance of doubt authorisation by the Directors under this Article 17 shall not permit or authorise the conferral of any payment or other benefit from the Company not expressly permitted under Article 5
- 17 2 Any authorisation by the Directors under this Article 17 shall be effective only if
- 17 2 1 the matter is proposed to the Directors in accordance with these Articles or as otherwise agreed by the Directors,
- 17 2 2 the Directors comply with the procedure set out at Article 16, and
- 17 2 3 the unconflicted Directors consider it in the interests of the Company to authorise the conflict of interests in the circumstances applying
- 17 3 Any authorisation of a matter by the Directors under this Article 17 may

- 17 3 1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised,
- 17 3 2 be subject to such terms and for such duration or to such limits or conditions as the Directors may determine, and
- 17 3 3 be terminated or varied by the Directors at any time (but this will not affect anything done by the Director in accordance with the terms of authorisation prior to such termination or variation)
- 17 4 In authorising a conflict of interests by the Directors under this Article 17, the Directors may decide (whether at the time of giving the authority or subsequently) that, if the relevant Director has obtained any information through his or her involvement in the conflict of interests otherwise than as a Director of the Company and in respect of which he or she owes a duty of confidentiality to another person, the relevant Director shall be under no obligation to
- 17 4 1 disclose such information to the Directors or to any Director, Officer or employee of the Company,
- 17 4 2 where, to do so, would amount to a breach of that duty of confidentiality
- 17 5 Where the Directors authorise a conflict of interests under this Article 17, they may provide without limitation (whether at the time of giving the authority or subsequently) that the relevant Director excluded from discussions (whether at meetings of the Directors or otherwise) related to the conflict of interests is not given any document or other information relating to the conflict of interests
- 17 6 Where the Directors authorise a conflict of interests under this Article 17, the relevant Director
- 17 6 1 will be obligated to conduct himself or herself in accordance with any terms imposed by the Directors in relation to the conflict of interests, and
- 17 6 2 will, notwithstanding such authorisation, comply at all times with his or her overriding obligation not to infringe any duty he or she owes to the Company by virtue of Sections 171 to 177 of the CA 2006
- 17 7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by being a Director) of the Company to account to the Company for

any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interests which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, durations, limits or conditions attaching to that authorisation) and no contract shall be avoided on such grounds

17 8 Where there is a sole Director of the Company, the members of the Company may, subject to the provisions of the CA 2006, authorise or ratify by ordinary resolution any matter proposed to them by the sole Director which would, if not so authorised or ratified, involve the sole Director breaching his or her duty under Section 175 of the CA 2006 to avoid conflicts of interest Any authorisation or ratification of a matter under this Article 17 8 may (whether at the time of giving the authority or ratification, or subsequently)

17 8 1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised or ratified,

17 8 2 be subject to such terms and for such duration or to such limits or conditions as the Directors may determine, and

17 8 3 be terminated or varied by the members at any time (but this will not affect anything done by the Director in accordance with the terms of authorisation or ratification prior to such termination or variation)

17 9 Without prejudice to Articles 17 1 to 17 8, the members of the Company may by ordinary resolution authorise or ratify any matter proposed to them which would, if not so authorised or ratified, involve a Director breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests

18 **Validity of Directors' Acts**

18 1 Subject to Article 18 2, all acts done by a Director Meeting, or of a committee of Directors, shall be as valid notwithstanding the participation in any vote of a Director

18 1 1 whose appointment was defective,

18 1 2 who was disqualified from holding office,

18 1 3 who had previously retired or who had been obliged by the constitution to vacate office, or

18 1 4 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,

as if that person was qualified and had been duly appointed and had continued to be a Director and had been entitled to vote

18 2 Article 18 1 does not permit a Director to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if the Director has not complied with Article 16 or if, but for Article 18 1, the resolution would have been void or not duly passed

19 **Delegation by the Directors**

19 1 Subject to the Articles the Directors may delegate to any person or committee any of their powers or functions, the implementation of any of their decisions or the day-to-day management of the affairs of the Company by such means, to such an extent, in relation to such matters or areas, and on such terms as they think fit The Directors may alter or revoke the terms of any such delegation in whole or in part at any time

19 2 The Directors may authorise the sub-delegation of the relevant powers, functions, implementation of decision or day-to-day management by any person or committee to whom they are delegated

19 3 The Directors may by power of attorney or otherwise appoint any person or persons to be the agent of the Company for such purposes and on such terms as they may determine

19 4 The Directors may alter or revoke the terms of any such delegation or authority for sub-delegation in whole or in part at any time

20 **Committees of Directors**

In the case of delegation to committees of Directors,

20 1 the Directors may determine the composition of any committee entirely at their own discretion save that it must include at least 2 (two) individuals, 1 (one) of whom must be a Director,

20 2 the acts and proceedings of the committee must be reported regularly to the Directors and any decision made by any committee must be reported promptly to the Directors,

20 3 the Directors may make such regulations and impose such terms and conditions and give such authorities to any committee as they may from time to time determine,

20 4 no committee shall incur expenditure or liability on behalf of the Company unless authorised by the Directors or in accordance with a budget approved by the Directors, and

20 5 the meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors insofar as they are applicable and are not superseded by any regulations made by the Directors

21 **Delegation of Management Powers**

In the case of the delegation of the day-to-day management of the Company to a chief executive or other executive office holders

21 1 the delegated power shall be to manage the Company by implementing the strategy and policies adopted or approved by, and within the budget approved by, the Directors and (insofar as is applicable) to advise the Directors in relation to such strategy, policy and budget,

21 2 the Directors shall provide the chief executive or any other executive office holder with a description of his or her role and the extent of his or her authority, and

21 3 the chief executive or any other executive office holder shall report regularly to the Directors on the activities carried on in managing the Company and shall provide the Directors regularly information sufficient to explain the financial position of the Company

22 **Written Resolutions of Directors**

A resolution in Writing signed by all the Directors (or all the members of a committee of Directors) entitled to vote on that matter shall be as valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held Such a resolution may consist of several documents in the same form each signed or authenticated by 1 (one) or more of the Directors

23 **Number of Members**

23 1 The number of members of the Company shall be not less than 1 (one) and not more than 9 (nine)

23 2 The Directors must keep a register of names and addresses of the members

24 **Composition of Members**

24 1 Subject to these Articles, the members shall comprise

24 1 1 those Founding Members who remain members as at the date of adoption of these Articles,

24 1 2 2 (two) Events Representatives appointed for a period of up to 2 (two) years under the following procedure (or such other procedure determined by ordinary resolution)

24 1 2 1 the Directors include the appointment of 1 (one) Events Representative in the notice of the Annual General Meeting or other general meeting in each year,

24 1 2 2 not less than 14 (fourteen) days before such meeting the Directors arrange for a vote of the Events Directors by which one of the Events Directors shall be nominated to represent the Events Directors in general meeting as an Events Representative, and

24 1 2 3 the nominee of the Events Directors is appointed by ordinary resolution of the members, and

24 1 3 such other persons or organisations as are admitted to membership in accordance with the Articles

25 **Admission to Membership**

25 1 Other than the Founding Members and the Events Representative, no person may become a legal member of the Company for the purposes of CA 2006 unless appointed by the members

25 2 Membership is not transferable to anyone else

26 **Cessation of Membership**

26 1 A member may resign from membership of the Company by giving at least 7 (seven) days' notice in Writing to the Company provided that upon such retirement take effect the number of members is not less than 1 (one)

26 2 Membership shall terminate if

26 2 1 the member dies or, if it is an organisation, ceases to exist,

26 2 2 the member, being an individual, is convicted of a criminal offence which involves dishonesty,

26 2 3 becomes incapable by reason of illness or injury of managing and administering his or her own affairs,

26 2 4 in the case of the Events Representative his or her period of appointment expires and he or she is not renominated and reappointed under Article 24 1 2,

26 2 5 is the subject of a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy,

26 2 6 makes a composition with his or her creditors generally in satisfaction of his or her debts,

26 2 7 the member resigns by notice in Writing to the Company in accordance with Article 26 1,

26 2 8 the member is removed from membership by a special resolution of the members on the grounds that it is in the best interests of the Company that his or her membership is terminated A special resolution to remove a member from membership may only be passed if

26 2 8 1 the member has been given at least 21 (twenty one) days' notice in Writing of the general meeting at which the resolution will be proposed and the reasons why it is to be proposed, and

26 2 8 2 the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting

27 General Meetings

27 1 The Directors shall in each year hold an annual general meeting of the Company (**Annual General Meeting**) and not more than 15 (fifteen) months shall elapse between the date of one Annual General Meeting and the next one

27 2 The Directors may in addition call a general meeting at any time and, on the requisition of 2 (two) or more members of the Company pursuant to the provisions of the Companies Acts, the Directors shall call a general meeting within 21 (twenty one) days from the date of receipt of the requisition and the general meeting shall be held no later than 28 (twenty eight) days after the date of the notice calling the meeting

27 3 If there are not within the United Kingdom sufficient Directors to call a general meeting any Director or any member of the Company may call a general meeting

28 Notice of General Meetings

- 28 1 A general meeting must be called by at least 14 (fourteen) Clear Days' notice or by shorter notice if it is agreed by a majority in number of members having a right to attend and vote being a majority together holding not less than 90 (ninety) per cent of the total voting rights at the meeting of all the members
- 28 2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of the Annual General Meeting, shall specify the meeting as such. If a special resolution is to be proposed, the notice must include the text of the proposed resolution and specify that it is proposed as a special resolution. The notice must also contain a statement setting out the right of members to appoint a proxy under Section 324 of the CA 2006
- 28 3 Notice of any general meeting shall be given to every member, to the Directors and to the auditors of the Company
- 28 4 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 meeting

29 Proceedings at General Meetings

- 29 1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise determined by ordinary resolution, the quorum shall be not less than 4 (four) members of the Company (present in person, by proxy or by authorised representative)
- 29 2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place as the Directors may determine
- 29 3 The First Chairman or in his or her absence some other Director nominated by the Directors shall preside as chair of the meeting but if neither the First Chairman nor such other Director (if any) is present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act the Directors present shall elect 1 (one) of their number to be chair of the meeting. If no Director is willing to act as chair of the meeting or if no Director is present within 15 (fifteen) minutes after the time appointed for holding the meeting the members present and entitled to vote shall choose 1 (one) of their number to be chair of the meeting

29 4 A Director shall notwithstanding that he or she is not a member be entitled to attend and speak at any general meeting

29 5 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place When a meeting is adjourned for 14 (fourteen) days or more at least 7 (seven) Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice

30 **Voting Procedure at General Meetings**

30 1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded Subject to the provisions of the Companies Acts, a poll may be demanded

30 1 1 by the chair of the meeting, or

30 1 2 by at least 2 (two) members having the right to vote at the meeting, or

30 1 3 by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting

30 2 Unless a poll is duly demanded a declaration by the chair of the meeting 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 the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

30 3 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made

30 4 A poll shall be taken as the chair of the meeting directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded

- 30 5 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have
- 30 6 An ordinary resolution may only be passed by a simple majority in accordance with Section 282 of the CA 2006. A special resolution may only be passed by a majority of not less than 75 (seventy five) per cent in accordance with Section 283 of the CA 2006
- 30 7 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than 30 (thirty) days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business or other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made
- 30 8 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least 7 (seven) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken

31 Votes of Members

- 31 1 Subject to Article 31 2, every member shall have 1 (one) vote at a general meeting and be entitled to appoint another person as his or her proxy to exercise any of his or her rights to attend and speak and vote at a general meeting of the Company
- 31 2 No member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the Company have been paid
- 31 3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive
- 31 4 Any corporate member or unincorporated organisation which is a member of the Company may by resolution of its council or other governing body authorise such person as it thinks fit

to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporate member or unincorporated organisation which he or she represents as the corporate member or unincorporated organisation could exercise if it were an individual member of the Company

- 31 5 A vote given or poll demanded by the duly authorised representative of a corporate member or unincorporated organisation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

32 Proxies

- 32 1 An instrument appointing a proxy shall be in Writing, signed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve from time to time)

"I/We, , of , being a member/members of the above named company, hereby appoint of , or in his absence, of as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual general meeting/general meeting of the company to be held on 20[], and at any adjournment thereof

Signed on 20[]"

- 32 2 Where it is desired to afford members an opportunity of instructing the proxy how he or she shall act, the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"I/We, , of , being a member/members of the above named company, hereby appoint of , or in his absence, of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the company, to be held on 20[], and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

*Resolution No 1 *for *against*

*Resolution No 2 *for *against*

**Strike out whichever is not desired*

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed on 20[]"

32 3 The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the Directors may

32 3 1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice calling the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 (forty eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

32 3 2 in the case of a poll taken more than 48 (forty eight) hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 (twenty four) hours before the time appointed for the taking of the poll,

32 3 3 where the poll is not taken forthwith but is taken not more than 48 (forty eight)) hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair of the meeting or to the Secretary or to any Director,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

32 4 A vote given or poll demanded by proxy or by the duly authorised representative of a corporate member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

33 Amendments to Resolutions

33 1 An ordinary resolution to be proposed at a general 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 general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and
- 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 a general meeting may be amended by ordinary resolution, if
- 33 2 1 the chair of the meeting proposes the amendment at the general 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
- 34 **Written Resolutions**
- 34 1 Subject to the following provisions of this Article 34 and the Companies Acts, a written resolution agreed by
- 34 1 1 in the case of an ordinary resolution members representing more than 50 (fifty) per cent, or
- 34 1 2 in the case of a special resolution members representing not less than 75 (seventy five) per cent,
- of the total voting rights of eligible members shall be as effective as if passed at a duly convened general meeting For the purposes of this Article 34 the "**eligible members**" are the member who would have been entitled to vote on the written resolution on the Circulation Date of the resolution
- 34 2 Subject to Article 31 2, on a written resolution each member shall have one vote
- 34 3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution
- 34 4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution

34 5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse

34 6 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 (twenty eight) days beginning with the Circulation Date

35 **Bank Account**

Any bank account in which any part of the assets of the Company is deposited shall be operated by the Directors and shall indicate the name of the Company All cheques and orders for the payment of money from any such account shall be signed by

35 1 at least one duly authorised signatory appointed by the Directors from time to time up to a certain specified amount agreed by the Directors at a duly convened meeting of the Directors, and/or

35 2 at least two Directors or any one Director and one duly authorised signatory appointed by the Directors from time to time for the purpose of this Article 35

36 **Secretary**

The Directors may appoint a Secretary for such term at such remuneration (if not a Director) and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them If there is no Secretary

36 1 anything authorised or required to be given or sent to, or served on, the Company by being sent to the Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company, and

36 2 anything else authorised or required to be done by or to the Secretary may be done by or to a Director or a third person authorised generally or specially in the behalf by the Directors

37 **Seal**

The Seal (if any) shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director

38 **Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice

39 Minutes

The Directors must cause minutes to be made in books kept for the purpose

- 39 1 of all appointments of officers made by the Directors,
- 39 2 of all resolutions of the Company and of the Directors (including decisions of the Directors made without a meeting), and
- 39 3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting

40 Records and Accounts

- 40 1 The Directors shall comply with the requirements of the CA 2006 as to maintaining a register of members, keeping financial records, the audit of accounts and the preparation and transmission to the registrar of companies of
 - 40 1 1 annual reports,
 - 40 1 2 annual returns, and
 - 40 1 3 annual statements of account
- 40 2 No member shall (in such capacity) have any right of inspecting any accounting records or other book or document of the Company except as conferred by any rule of law or authorised by the Directors or by ordinary resolution of the members

41 Communications by the Company

- 41 1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the CA 2006 provides for Documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by the Company, including
 - 41 1 1 in Hard Copy Form,
 - 41 1 2 in Electronic Form, or

- 41 1 3 by making it available on a website
- 41 2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement)
- 41 3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being
- 41 4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called Where any Document or information is sent or supplied by the Company to the members
- 41 4 1 where it is sent by post it is deemed to have been received 48 (forty eight) hours (excluding Saturdays, Sundays and Public Holidays) after it was posted,
- 41 4 2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent,
- 41 4 3 where it is sent or supplied by means of a website, it is deemed to have been received when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 41 5 Proof that an envelope containing a Document, a notice or information was properly addressed, prepaid and posted shall be conclusive evidence that such Document, notice or information was sent Proof that a Document, a notice or information was properly addressed and sent or supplied by Electronic Means shall be conclusive evidence that such Document, notice or information was sent or supplied
- 41 6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 (forty eight) hours
- 41 7 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current address Notices of general meetings need not be sent

to a member who does not register an address with the Company or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current address

42 Indemnity

Subject to the provisions of the Companies Acts, every Director or other Officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings (whether civil or criminal) in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

43 Rules

43 1 The Directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company

43 2 The Company in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of the members of the Company all such rules or bye laws, which shall be binding on all members of the Company provided that (unless otherwise expressly provided for in these Articles) no rule or bye law shall be inconsistent with or shall affect or repeal anything contained in the Articles

44 Alteration of the Articles

44 1 No additions, alterations or amendments shall be made to or in the provisions of these Articles except by special resolution

44 2 No additions, alterations or amendments shall be made to or in the provisions of the Articles which would have the effect that the Company would cease to be a company to which Section 60 of the CA 2006 applies

45 Winding Up

45 1 The Company may be wound up voluntarily subject to the passing of a special resolution

45.2 In the event of the winding up of the Company in accordance with Article 45.1 above the Directors after settlement of all financial obligations shall distribute the proceeds of the Company's residual assets in accordance with Articles 7 and 8 above