

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

28th June 2026

of

SYFA LIMITED

SC196565

Approved by the Scottish Football Association
10th August 2026
Laua Dougan, SFA Head of Football Governance

DISCLAIMER

For simplicity and readability, this document uses the pronoun "he" to refer to individuals of any gender. This usage is not intended to exclude or diminish the importance of any gender. We recognise and respect the diversity of all individuals and encourage inclusive language in all communications.

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COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

SYFA LIMITED (as amended by Resolution of the Members of the Association on 28th June
2026

INTERPRETATION

1 In the Memorandum and these Articles: -

"the Act" shall mean the Companies Acts as defined in Section 2 of the Companies Act 2006, including any statutory modification or re-enactment thereof for the time being in force;

"Appointments Panel" shall mean a Panel consisting of a Director(s) and a co-opted person or such other persons not exceeding two in number as may be determined by the Board from time to time (making a maximum of five persons in aggregate), to make recommendations to the entire Board on suitable persons to become Directors;

"Article" shall mean one of the numbered provisions of the Articles of Association of the Company;

"Articles" shall mean two or more of the numbered provisions of the articles of association of the Company or, as the context requires, the entire provisions of the articles /of association from time to time in force;

"Bankruptcy" includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of sequestration;

"Board" means the board of Directors of the Company by which the business and affairs of the Company are managed;

"Chairperson" means the chair of the Company as elected by the Members at an Annual General Meeting of the Company;

"Chairperson of the meeting" shall be as provided for in Articles 25 to 27 inclusive;

"Head of Operations" means such person as may be appointed the Head of Operations of the Company from time to time;

"Clear Days" mean, in relation to the period of notice, that period excluding the day when the notice is given or deemed to be given but including the day for which it is given or on which it is to take effect;

"Club" shall mean a team or a group of teams operating under one SFA ID number, which has been accepted into membership of the Company;

“Committee” means a Committee or Working Group of the whole Board or a Committee or Working Group (appointed by the Board) consisting of such person(s) as may be approved by the Board for membership of the Committee or Working Group;

“Communication” shall have the meaning given to that term in section 15 of the Electronic Communications Act 2000;

“Company” means the company formed by the Memorandum and regulated by these Articles;

“Connected Person” means a person who is connected to a Director within the meaning of Sections 252 to 254 (inclusive) of the Act;

“Co-opted Person” means a person who is not a Director of the Company, who shall be appointed by the Board as a member of a Committee or Working Group;

“Directors” shall mean the directors of the Company for the time being, and **“Director”** shall mean one of them;

“Electronic Address” means any number or address used for the purpose of an Electronic Communication;

“Electronic Communication” shall have the meaning given to that term in section 15 of the Electronic Communications Act 2000;

“Electronic Form” shall have the meaning given to that term in section 1168 of the Act;

“Life Member” means a person whose membership of the Company has been conferred without any annual or other payment to be held for the lifetime of the recipient pursuant to the provisions of Article 12;

“Members” means the members of the Company for the time being, and **“Member”** shall mean one of them, and where the context so admits or requires, shall include Life Members.

“Office” means the registered office of the Company from time to time;

“Principal Objects” means the objects for which the Company is established as set out in Article 7;

“Secretary” means the person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy Secretary;

“Subscription Year” means the period of time between the start and end of the appropriate age group registration year unless determined otherwise in a general meeting;

“Team” shall mean each team of players issued a unique SYFA Team ID number and operating under a member club.

“Treasurer” means the Financial Director of the Company as elected by the Members at an annual general meeting of the Company;

“Vice-Chairperson” means the Vice Chairperson of the Company as elected by the Members at an annual general meeting of the Company;

“United Kingdom” shall mean the United Kingdom of Great Britain and Northern Ireland;

“Working Day” shall have the meaning given to that term in Section 1173 of the Companies Act 2006;

“Working Group” means a committee of the whole Board or a committee (appointed by the Board) with a specific remit to deliver identified outcomes, consisting (in the case of a Working Group that is not a committee of the Board) of not more than seven persons in aggregate and comprising not less than one Director together with such other persons as appointed by the Board.

2 In these Articles, unless inconsistent with the subject or contents: -

- 2.1 the expression **“executed”** and other such cognate expressions include any valid mode of execution;
- 2.2 the expression "in writing means written, printed, typewritten, or lithographed or others and other modes of representing or reproducing words in a visible form;
- 2.3 words importing the singular number only shall include the plural number and *vice versa*;
- 2.4 words importing the masculine gender only shall include all genders;
- 2.5 importing persons shall include corporations;
- 2.6 subject as aforesaid, any words or expression defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Company shall bear the same meanings in these Articles; and
- 2.7 any reference to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the same (save to the extent that any amendment, extension, consolidation or replacement would impose more onerous obligations on any party than otherwise exist at the date hereof) and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

3 The name of the Company is **“SYFA LIMITED”**

4 The registered office of the Company will be situated in Scotland.

5 The liability of the members is limited.

6 Every Member of the Company (other than Life Members) undertakes to contribute such amount as may be required (not exceeding £1.00) to the assets of the Company in the event of its being wound up during the time that they are a Member or within one year afterwards, for the payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves.

OBJECTS

- 7 The objects for which the Company is established shall be:
 - 7.1 To promote, maintain, improve and advance, in any way that may be deemed appropriate in the sole discretion of the Board, without discrimination against any organisation or person for reason of age, gender, disability, ethnicity, language, religion or politics, the game of Association Football among youth football clubs or leagues of such clubs and teams in Scotland, and to take all such steps as may be deemed necessary or advisable for (i) improving the quality of playing, coaching and enjoyment of the game, (ii) preventing infringements of the rules of the game or other improper methods or practices in the game, and (iii) protecting it from abuses; and
 - 7.2 To conduct Cup competitions annually for competition amongst member Clubs and Teams, and Clubs and Teams which are members of Associations and Leagues in membership of the Company
- 8 In furtherance of the Principal Objects, but not further or otherwise, the Company may exercise the following powers: -
 - 8.1 To acquire and take over the property and assets of the present Scottish Youth Football Association (SYFA) and to discharge the same and the office-bearers thereof of all such property and assets;
 - 8.2 To prepare, adopt, review and issue policies and procedures to regulate the game under the jurisdiction of the Company, and to take all such steps as shall be deemed necessary or advisable for enforcing such policies and procedures;
 - 8.3 To support and promote the principle of Fair Play by encouraging everyone involved in football to read, understand and accept the Laws of the Game, to show respect to opponents, and to behave in a sporting manner both on and off the field of play;
 - 8.4 To prepare, adopt, review and implement regulations covering registration of leagues, clubs, teams, officials and players, and to take all such steps as shall be deemed necessary or advisable for enforcing such policies and procedures;
 - 8.5 To prepare, adopt, review and implement regulations to comply with the Protection of Vulnerable Groups (Scotland) Act 2007, and to take all such steps as shall be deemed necessary or advisable for enforcing such policies and procedures;
 - 8.6 To invest and deal with monies of the Company in such manner as may from time to time be thought fit;
 - 8.7 To effect insurance against the risk of loss to the Company, or against risk of accident to any employees of the Company in the course of their employment by the Company, or to those voluntarily assisting the Company to carry out its objects and activities or against such other risks to the Company; its officers and employees, assets and reputation as the Board may deem desirable and to pay premiums on any such insurances.
- 9 The income and assets of the Company shall be applied solely towards the promotion of the Principal Objects of the Company 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 the

members of the Company provided that nothing herein shall prevent any payment in good faith by the Company:

- 9.1 of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company, or any Director of the Company who the Company employs, or being a person engaged in any profession, of all usual professional or other charges for work done by him or his firm when instructed by his co-Directors so to act in that capacity on behalf of the Company, PROVIDED THAT
 - 9.1.1 such remuneration is not for services solely rendered to the Company in the capacity of Director and
 - 9.1.2 the Board of Directors shall at all times comprise a majority of non-remunerated Directors;
- 9.2 of interest on money lent by any Member or Director at a rate per annum not exceeding two per centum less than the base lending rate for the time being prescribed by Bank of Scotland plc or three per centum whichever is the greater;
- 9.3 of reasonable and proper rent for premises let by any Member or Director;
- 9.4 of fees, remuneration, or other benefit in money or money's worth to any company of which a Director may also be a member holding not more than a one-hundredth part of the capital thereof;
- 9.5 to any Director of 'out of pocket' expenses; and
- 9.6 to any third party, whether by way of donation or payment for services rendered or to be rendered, which will, in the opinion of the Board, further the promotion of the Principal Objects of the Company.

MEMBERS

- 10 The subscribers to the Memorandum and other leagues, associations, clubs, teams, and officials who are admitted to membership in accordance with the Articles shall be the Members. No league, association, club, team, or official shall be admitted as a Member unless unanimously approved by the Board. Admission shall be dependent upon: -
 - 10.1 the approval at the discretion of the Board;
 - 10.2 payment of the annual membership fee at the rate set from time to time by the Company;
 - 10.3 written adherence to the terms of the SYFA Protection Policies as set out by the Board and amended from time to time; and
 - 10.4 satisfactory completion of the Company's vetting and Disclosure processes for persons working with vulnerable groups.
- 11 Any league, association, club, team, or official that is eligible (as set out in Article 12) and desires to be admitted to membership of the Company must sign or have signed on their

behalf and deliver to the Company an application for admission framed in such terms as the Company may require and shall so consent in writing to be a Member, undertake to comply with the provisions of these Articles as may apply from time to time, and with any conditions imposed on such Member as contained in such application, and/or such ancillary agreement as may be executed between the Company and the Members. All applications for membership must be accompanied by the relevant subscription fees or such other sum as the Company in General Meeting may from time to time upon the recommendation of the Directors determine, which shall be applied to the general funds of the Company; and

- 11.1 the Board shall have full discretion as to the admission and non-admission of any league, association, club, team or official to membership and shall not be bound to assign any reason for the non-admission of any league, association or club, team to such membership; and
- 11.2 all Members (excluding Life Members), are required to reapply for membership on an annual basis. Membership (excluding Life Membership) expires at the conclusion of each Subscription Year.

12 Membership of the Company shall be of three categories, namely: -

12.1 MEMBER

Membership is open to all youth football leagues and associations, clubs, and teams who shall be granted membership of the Company subject to their rules being approved by the Board and to payment of the annual membership fees and to all youth football Clubs participating in small-sided games or eleven-a-side football. For clarification, all teams within each club must pay the annual membership, insurance, and, where appropriate, Scottish Cup participation fees.

12.2 LIFE MEMBER

The Board may confer Life Membership on persons who, in their opinion, have made a significant contribution to the Company and/or to the game of Association Football among young people in Scotland over an extended period of time.

12.3 OFFICIALS

Persons who are named officials of a Club, Team, league or association on the annual registration form for membership shall be subject to the jurisdiction of the Company whilst carrying out their duties as such or otherwise participating in the running of the Club, Team, league or association or attending any games played by or under the auspices of the Company or the Club, Team, league or association concerned but are not otherwise members of the Company.

- 12.4 Membership of the company in any category confers automatic membership of the Scottish Football Association and is subject always to the Articles of Association of that body and the rules and regulations made by it.

- 12.5 Registered Officials shall cease operating under the auspices of the Company or the club, team, league or association forthwith if the Directors resolve by a simple majority of the votes cast upon such resolution at a meeting specially convened to consider such resolution of which he or she has reasonable notice and a reasonable opportunity to attend and be heard, that it is in the best interests of the Company that such operating shall be terminated and they shall not be obliged to assign any further or more particular reasons for such resolution.

- 13 A Member or Life Member shall cease to be a Member in any of the following circumstances:
- 13.1 if having completed the minimum period of membership as agreed by the Company from time to time, it or he resigns from membership of the Company in accordance with the relevant provisions of these Articles or
 - 13.2 membership of the Company shall cease forthwith in respect of a Member or Life Member (as the case may be) if the Directors resolve by a simple majority of the votes cast upon such resolution at a meeting specially convened to consider such resolution of which he or it shall have been given reasonable notice and a reasonable opportunity to attend and be heard (in the case of a Member who is not a natural person by a representative duly authorised for the purpose) that it is in the best interests of the Company that such membership shall be terminated and they shall not be obliged to assign any further or more particular reasons for such resolution; or
 - 13.3 forthwith if a majority of the Members resolve in general meeting that it is in the best interests of the Company that such membership shall be terminated and they shall not be obliged to assign their reasons for such resolution; or
 - 13.4 failure by such Member to make payment of any sums lawfully due by such Member to the Company within one month of the due date or
 - 13.5 failure by such Member to renew any annual subscription within one month of the date on which such renewal becomes due (and in any event prior to the start of the relevant playing season).
- 14 Member(s) who have been issued with a termination notice pursuant to Articles 13.2 to 13.5 inclusive shall have a right of appeal pursuant to the Articles of Association for the time being of the Scottish Football Association and rules or regulations made by them for the conduct of such appeals.
- 14.1 On termination of membership of a Member, no refund of the annual subscription fee will be made by the Company to the Member in question.
 - 14.2 In Articles 13, 14, 16, and 18, 'writing' shall include writing in electronic form, and the signature requirement can be satisfied by an electronic signature.
- 15 The rights and privileges of any Member shall be personal and membership shall not be transferable and shall cease when that Member ceases to be a Member: -
- 15.1 Members, who are not natural persons, have the right acting by a duly authorised representative to propose resolutions and to attend, speak, and vote at all general meetings of the Company. Members can also requisition a general meeting in accordance with the provisions of Article 19;
 - 15.2 Life Members have no voting rights but can attend and speak at all general meetings of the Company, and
 - 15.3 All members and Life Members must abide by and adhere to, all Company policies, procedures and Board decisions. Should any Member-or Life Member, in the opinion of the Board, not abide by or adhere to any policy, procedure, or Board decision or

instruction, then the Board may terminate his or its membership in accordance with Article 13.

LIFE MEMBERS

- 16 As provided by Article 12, the Board may confer Life Membership on suitable individuals. An individual will be entered in the register of Life Members of the Company upon the SYFA office receiving acceptance of the offer of such membership.
- 16.1 A Life Member shall not be liable for any annual or other payment to the Company in respect of membership and shall remain a Life Member of the Company during life, subject always to the provisions of Article 13;
- 16.2 Life Members shall not participate in the management of the Company, save that they may if willing, be appointed to Working Groups;
- 16.3 Life Members shall not be liable for a contribution as contributories in the event of the dissolution or winding-up of the Company.

MEMBERS

- 17 As provided by Article 12, the Board may confer membership on youth football Leagues or Associations and Clubs participating in eleven-a-side or small-sided football as agreed with the Company.
- 17.1 A Member may withdraw from the Company by notice in writing to the Head of Operations at the Office. Failing agreement otherwise by the Board, such notice shall take effect one month after the date of its receipt by the Head of Operations.
- 17.2 Members shall be entitled to notice of all meetings of the Company and, acting by a duly authorised representative, to attend, speak and vote at all general meetings of the Company. Each Member shall be entitled to exercise one vote on any business to be voted upon at any such meetings.
- 17.3 As provided in Article 6, each Member shall be liable, on the winding up or dissolution of the Company to contribute such sum not exceeding One Pound Sterling (£1) as may be required to satisfy the liabilities of the Company.

GENERAL MEETINGS

- 18 The Board may call general meetings and, on the requisition of the Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act.
- 19 One general meeting shall be convened in every calendar year, not later than the second last Saturday of June, at such time and place as may be determined by the Board, and this shall be called the Annual General Meeting.

NOTICE OF GENERAL MEETINGS

- 20 General meetings shall be called by at least fourteen (14) Clear Days' notice. The notice shall specify the time and place of the meeting and, in the case of special business, only the general nature of the business to be transacted. The notice shall be given to all the Members and Life Members and to the Directors and Accountants of the Company.
- 21 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

NOTICE OF ANNUAL GENERAL MEETINGS

- 22 The ordinary business on an Annual General Meeting shall consist of:
- (a) Apologies for absence
 - (b) Declaration of votes & Appointment of scrutineers
 - (c) Approval of the Minutes of the previous Annual General Meeting
 - (d) Presentation and adoption of the annual report from the Chairperson
 - (e) Presentation and adoption of the Company's financial statements
 - (f) Election of Directors
 - (g) Election of Chairperson and vice-chairpersons
 - (h) Election of Independent Accountant
 - (i) To consider proposed alterations, if any, to the Articles of Association and the Supplementary & Playing Rules
 - (j) To approve annual subscription fees proposed by the Directors

No other proposed amendments to the Supplementary & Playing Rules shall be considered at the Annual General Meeting unless notice of the business to be raised has been received by the Secretary before the 30th day of April in the then current year. All other matters or proposals raised shall be heard at the discretion and with the approval of the Board.

PROCEEDINGS AT GENERAL MEETINGS

- 23 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be 25 persons entitled to vote upon the business to be transacted, each person being a Member or an authorised representative of a Member.
- 24 If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such 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 or to such other day and such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed therefor the Members present shall be a quorum.

- 25 The Chairperson, if any, elected pursuant to these Articles or in his absence, a Vice-Chairperson shall preside as Chairperson of each general meeting.
- 26 If neither the Chairperson, or a vice-chairperson is willing to act as Chairperson of the meeting or is not present within ten minutes after the time appointed for holding the meeting, the Directors present shall elect one of their number to be Chairperson of the meeting and, if there is only one Director present and willing to act, he shall be Chairperson of the meeting.
- 27 If no Director is willing to act as Chairperson of the meeting, or if no Director is present within ten minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose a representative of one of their number to be Chairperson of the meeting.
- 28 The Chairperson 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 business 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 the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least 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.
- 29 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 Act, a poll may be demanded: -
- 29.1 by the Chairperson of the meeting; or
- 29.2 by the authorised representatives of at least two Members having the right to vote at the meeting;
- and a demand by a person as authorised representative of or proxy for a Member shall be the same as a demand by the Member.
- 30 Unless a poll is duly demanded, a declaration by the Chairperson 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.
- 31 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairperson of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 32 A poll shall be taken as the Chairperson of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 33 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a casting vote in addition to any other vote the Chairperson may have.
- 34 A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairperson of the meeting directs, not more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If the 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.
- 35 No notice needs to be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

VOTES OF MEMBERS

- 36 On a show of hands, every Member who is present in person or by an authorised representative shall have one vote and on a poll every Member present in person or by proxy or by an authorised representative shall have one vote. Where two or more representatives of a Member are present at a meeting, only the representative authorised by the Member pursuant to Article 37 to do so may speak or vote.
- 37 Evidence to the satisfaction of the Board of the authority of any person claiming to exercise the right to vote on behalf of a Member shall be delivered to the SYFA Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable. In calculating the said period of 48 hours, no account shall be taken of any part of a day that is not a Working Day.
- 38 Evidence to the satisfaction of 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 Chairperson of the meeting whose decision shall be final and conclusive.
- 39 An instrument appointing a proxy shall be in writing executed 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 Board may approve): -

"[INSERT COMPANY NAME]

We,.....of being a Member of the above-named Company, hereby appoint of , or failing him, of as our proxy to vote in our name and on our behalf at the general meeting of the Company to be held on and at any adjournment thereof.

Signed on [.....]"

- 40 Where is it desired to afford Members an opportunity of instructing the proxy how he 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 Board may approve): -

“[INSERT COMPANY NAME]

We,.....of being a Member of the above-named Company, hereby appoint of , or failing him, of as our proxy to vote in our name and on our behalf at the general meeting of the Company to be held on 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 [.....]”

- 41 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board may: -
- 41.1 in the case of an instrument in writing, be delivered to the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 41.2 in the case of an appointment contained in an Electronic Communication, where an address has been specified for the purpose of receiving Electronic Communications: -
- 41.2.1 in the notice convening the meeting; or
- 41.2.2 in any instrument of proxy sent out by the Company in relation to the meeting; or
- 41.2.3 in any invitation contained in an Electronic Communication to appoint a proxy issued by the Company in relation to the meeting;
- be sent to and received at such Electronic Address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- 41.3 in the case of a poll taken more than 48 hours after it was demanded, be delivered or sent and received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- 41.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman of the meeting or to the Company Secretary or to any Director

and an instrument appointing a proxy which is not delivered or sent and received in a manner so permitted shall be invalid. In calculating the periods mentioned in this Article, no account shall be taken of any part of a day that is not a Working Day.

- 42 A vote given or poll demanded by proxy or by the duly authorised representative of a firm or corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless the Company received notice of the determination at the Office or at such other place at which the instrument of proxy was duly delivered or, where the appointment of the proxy was contained in an Electronic Communication, at the Electronic Address at which such appointment was duly received 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.

APPOINTMENT AND RETIREMENT OF DIRECTORS

43

- 43.1 The Company may by ordinary resolution appoint a person who is willing to act to be a director (provided such person would not be required to vacate office immediately on appointment under Article 48) either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors.
- 43.2 The Company may, by ordinary resolution of which special notice has been given in accordance with Section 312 of the Act, remove any director from office notwithstanding anything in these Articles or any agreement between the Company and such Director.
- 43.3 Unless otherwise determined by ordinary resolution of the Members, the number of Directors shall be subject to a maximum of twelve but shall not be less than seven.
- 43.4 There shall be elected at the Annual General Meeting and subject always to Article 45 the following: -
- 43.4.1 a Chairperson;
 - 43.4.2 a Vice-Chairperson (not more than two);
 - 43.4.4 a Director of Finance;
 - 43.4.5 a Director Responsible for Wellbeing & Protection
- 43.5 The Company shall also appoint as Directors not less than three other persons (subject to Article 45) who shall at the date of their nomination and election be a registered official of a Member; and not more than three persons who are recommended as suitable by the Appointments Panel but not registered officials of or otherwise connected to or associated with a Member.
- 43.6 The Head of Operations may be elected a Director of the Company annually, but if not so elected shall be entitled to attend, speak but not vote at meetings of the Board.
- 43.7 With the exception of the Head of Operations and the three persons referred to in the second part of Article 43.5 above to be appointed to the Board those proposed for election to the Board must be registered officials of a Member at the time of nomination and appointment.

- 43.8 The Directors may appoint a person who is willing to act and who is recommended as suitable by the Appointments Panel (provided such nominee would not be required to vacate office immediately on appointment under Article 45) either to fill a vacancy or as an additional director provided that: -
- 43.8.1 the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors; and
 - 43.8.2 the person so appointed shall, if willing to act, offer himself or herself for election at the Annual General Meeting next following the date of their first appointment to the Board.
- 44 Notwithstanding the provisions of these Articles, the Board shall at all times comprise a majority of Directors who:
- 44.1 are not remunerated for providing services to, or on behalf of, the Company; and
 - 44.2 do not benefit from any remuneration for the provision of such services by a Connected Person
- 45 No person may be appointed a Director: -
- 45.1 unless he has attained the age of 16 years;
 - 45.2 in circumstances such that, had he already been a Director, he would have been disqualified from acting under the provisions of the Articles.
- 46 A Director, for the period of his term of office, shall be entitled, at any time during the period of his term of office, to renounce all connections with the Member where he was a registered official at the time of his nomination and appointment.
- 47 Any person willing to act and is permitted by law to be a Director may be nominated for election as a Director at the Annual General Meeting. The Appointments Panel shall be asked to express their views on the candidates having regard to the Director Appointment Policy of the Company from time to time.
- 48 A Director shall hold office for a period not exceeding twelve years in total.
- 49 A retiring Director who has held office for twelve years shall not be eligible for reappointment as a Director unless the Board determines by resolution that in view of the skills, expertise, experience, or ability possessed by that person, which is of significant value to the Company, there are exceptional circumstances which merit his reappointment for a further term of office. If the Head of Operations be appointed a Director, the continuance of his employment by the Company shall be deemed to be exceptional circumstances meriting the appointment pursuant to this Article 49. In such circumstances, a retiring Director may, if willing to act, be reappointed for a further term at the discretion of the Board.
- 50 A Director shall hold office for a term of one year and be subject to re-election annually should he choose to remain a Director, subject to the limitations pursuant to Article 48 and Article 49.

POWERS OF DIRECTORS

- 51 Subject to the provisions of Act, and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Board.
- 52 Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.
- 53 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF POWERS BY THE BOARD

- 54 The Board may delegate any of their powers to the Head of Operations or any committee consisting of one or more Directors. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of these Articles regulating the proceedings of the Board mutatis mutandis. The quorum of a committee with two or more members shall, unless otherwise specified by the Board, be two.

DIRECTORS TO ACT IN A PERSONAL CAPACITY

- 55 There shall be no provision for the appointment of alternate Directors and no Director shall have the right to be represented at a meeting of the Board or at any committee of which he is a member by any other person or to request another Director or person to cast a vote on his behalf.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 56 The office of a Director shall be vacated if:
- 56.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - 56.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 56.3 he is, or may be, suffering from a mental disorder and either;
 - 56.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Care & Treatment) (Scotland) Act 2003; or
 - 56.3.2 an order is made by a court or mental health tribunal having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental

disorder for his detention or for the appointment of a receiver, guardian or other person to exercise powers with respect to his property or affairs; or

- 56.4 he resigns office by notice to the Company; or
- 56.5 he is convicted of, or if the Board, acting reasonably, in good faith and two-thirds (but excluding the Director in question), suspects on reasonable grounds that he has committed an offence which is likely to bring the Company into disrepute; or
- 56.6 it is alleged by a credible source that he has committed an offence which is likely to bring the Company into disrepute and the Board, acting reasonably, in good faith and two-thirds (but excluding the Director in question), requests that he vacate his office as a result; or
- 56.7 in the opinion of the Board, acting reasonably, in good faith and by two-thirds majority (but excluding the Director in question), he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole and/or is reasonably likely to bring the Company into disrepute; or
- 56.8 he shall for more than four consecutive meetings have been absent without permission of the Board from meetings of the Board held during that period and the Board resolve that his office be vacated;
- 56.9 he accepts remuneration or other benefit in contravention of Article 9.

DIRECTORS EXPENSES

- 57 The Directors may be paid, at the discretion of the Board, all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or general meetings or separate meetings of the holders of debentures in the Company or otherwise in connection with the discharge of their duties but, except to the extent permitted by Article 9, shall otherwise be paid no remuneration.

DIRECTORS APPOINTMENTS AND INTERESTS

- 58 A Director shall, in exercising functions in that capacity, act at all times in the interests of the Company and, in particular, shall, in circumstances capable of giving rise to a conflict of interest between the Company and any other person including the Member of which he is or has at any time been a registered official: -
 - 58.1 put the interests of the Company before those of the other person; or
 - 58.2 where any other duty prevents the Director from doing so, disclose the conflicting interest to the Board and refrain from participating in any deliberation or decision of the other Directors with respect to the matter in question.
- 59 A Director shall avoid any situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company provided that the Board may, subject to the preceding Article, authorise in accordance with the provisions of the Act, any matter proposed to them by any Director which would, if not authorised, involve a Director breaching the foregoing duty to avoid conflicts of interests.

- 60 Subject to the two preceding Articles and to the provisions of the Act, provided that he has disclosed to the Board the nature and extent of any material interest, a Director notwithstanding his office:
- 60.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 60.2 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - 60.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 61 For the purposes of Articles 59 and 60:
- 61.1 a general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - 61.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

PROCEEDINGS OF BOARD MEETINGS

- 62 Subject to the provisions of these Articles, the Board may regulate their proceedings as they think fit. A Director may, and the Company Secretary, at the request of a Director shall, call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 63 The quorum for the transaction of the business of the Board may be fixed by the Directors and unless so fixed at any other number, shall be five. A Director shall not be counted in the quorum present at a meeting in relation to a discussion or a resolution on a matter concerning which such Director is not entitled to be present or vote.
- 64 Where the transaction of business of any meeting (or part of a meeting) may give rise to a conflict of interest pursuant to Articles 60 and 61, if there is only one Director in office besides the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Director, conflicted Director(s) not being eligible to be counted in the quorum.
- 65 The continuing Directors or a sole continuing Director 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 for that purpose.
- 66 The Chairperson elected by the Members at the Annual General Meeting shall be the Chairperson of the Board for the term of his period of office, and the Board may at any time

accept the resignation of such person from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of the Board at which he is present whom failing the vice chairman, if any be so appointed by the Members at the Annual General Meeting, shall preside. If the Chairperson or Vice-Chairperson is unwilling or unable to preside or neither are present within five minutes after the time appointed for the meeting the Directors present may appoint one of their number to be Chairperson of the meeting.

- 67 All acts done bona fide by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 68 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
- 69 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive. If such a question arises in relation to the chairman of such a meeting the question may be decided by a majority of Directors present, the presence of the chairman not being counted in any such decision.
- 70 A meeting of the Board or any committee thereof or of a Working Group may, subject to notice thereof having been given in accordance with these Articles, be for all purposes deemed to be held when the Members of the Board, Committee or Working Group (as the case may be) are in simultaneous Communication with each other by telephone or fax or by any means of audio-visual Communication, if all the members as aforesaid agree to treat the meeting as so held and the number of Members participating in such Communication constitutes the quorum of the Board, Committee or Working Group which would otherwise be required by the Articles to be present at the meeting. Such meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting then is and the word "meeting" shall be construed accordingly.

COMPANY SECRETARY

- 71 Subject to the provisions of the Act, the Company Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by the Board.

MINUTES

- 72 The Directors shall ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded for the purpose: -
- 72.1 of all appointments of officers made by the Board; and

- 72.2 of all proceedings at meetings of the Company, and of the Board and of committees of the Board, including the names of the Directors present at each such meeting.

NOTICES

- 73 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board) shall be in writing or shall be given by Electronic Communication to the Electronic Address for the time being notified for that purpose to the person giving the notice.
- 74 The Company may give any notice to a Member in any of the following methods: -
- 74.1 delivering it to him personally; or
 - 74.2 by sending it by post in a prepaid envelope addressed to the Member at his registered address; or
 - 74.3 by leaving it at that address; or
 - 74.4 by sending it by Electronic Communication to the Electronic Address for the time being notified to the Company by the Member.
- 75 A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
- 76 A Member present, either in person or by proxy, or (in the case of a Member who is a corporation) by a duly authorised representative at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 77 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an Electronic Communication, at the expiration of 48 hours after the time it was sent. In calculating the said period of 48 hours, no account shall be taken of any part of a day that is not a Working Day.

ACCOUNTS

- 78 True account shall be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Company. Except as provided by law or authorised by the Board 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.
- 79 In accordance with the provisions of the Act, at least once in every year the financial statements of the Company shall be independently reviewed, and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified accountant or accountants.

- 80 Accountants shall be appointed, and their duties regulated in accordance with the provisions of the Act, the Directors being treated for all purposes as the directors mentioned in those provisions.

DISSOLUTION

- 81 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be applied directly for the Principal Objects by expending the entire property of the Company on these objects; or by transfer to another body having objects similar to the Principal Objects, such body to be determined by the Members at or before the time of dissolution.

AMENDMENTS OF ARTICLES

- 82 The provisions of these Articles may be altered in accordance with the Act.

INSURANCE

- 83 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.

INDEMNITY

- 84 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or accountant of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution or discharge of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and no Director or other office or accountant of the Company shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution or discharge of the duties in his office or in relation thereto.