

**Company Number: 02411107**

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**ARTICLES OF ASSOCIATION  
of  
ENGLAND SQUASH & RACKETBALL LIMITED  
(Adopted by Special Resolution passed on 19 November 2011)**

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Cobbetts LLP  
58 Mosley Street  
Manchester  
M2 3HZ  
DX: 14374 Manchester 1  
Tel: 0845 404 2404  
Fax: 0845 404 2414

JMZG/SQ10-10

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Company Number: 02411107

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION OF**  
**ENGLAND SQUASH & RACKETBALL LIMITED**  
**(Adopted by Special Resolution passed on 19 November 2011)**

**1 DEFINITIONS AND INTERPRETATION**

1.1 The definitions set out in this Article 1.1 apply in these articles.

**“Act”** the Companies Act 2006.

**“Authorisation”** has the meaning given in Article 23.2.

**“Authorised Person”**:

- (a) any Director;
- (b) the company secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

**“Board”** the board of Directors from time to time constituted and appointed in accordance with the provisions of Article 15.

**“Chairman”** the chairman of the Company from time to time appointed by the Council in accordance with the provisions of Article 18.

**“Chief Executive”** the chief executive of the Company from time to time appointed by the Board in accordance with the provisions of Article 15.4.

**“Clubs”** the squash and racketball clubs and other squash and racketball associations located in England who are admitted as Voting Members of the Company from time to time.

**“Company”** England Squash & Racketball Limited.

**“Conflict”** has the meaning given in Article 23.1.

**“Conflicted Director”** has the meaning given in Article 23.1.

**“Connected Person”** a person connected with another within the meaning of section 1122 of the Corporation Tax Act 2010.

**“Council”** the council for the time being of the Company which shall be appointed and act in accordance with the provisions of Article 21.

**“Council Representative”** a representative appointed by a County Association in accordance with these Articles to attend meetings of the Council.

**“County Associations”** the bodies in each county (as designated by the Company from time to time) representing (i) the players of squash and racketball and (ii) squash and racketball clubs who are admitted as Voting Members of the Company from time to time.

**“Director”** a director of the Company, including any person occupying the position of director, by whatever name called appointed in accordance with the provisions of Article 15.

**“Elected Director”** the Directors appointed by the Council in accordance with the provisions of Article 15.2.

**“Electronic Form”** has the meaning given in section 1168 of the Act.

**“Eligible Directors”** in relation to any matter, the Directors who would have been entitled to vote on, and whose votes would have been counted in respect of, that matter had it been proposed as a resolution at a Directors’ meeting.

**“Group”**:

- (a) the Company
- (b) any Subsidiary; and
- (c) any company of which the Company is a subsidiary from time to time (its holding company) or any other subsidiaries of any such holding company from time to time.

**“Group Company”** any member of the Group.

**“Hard Copy Form”** has the meaning given in section 1168 of the Act.

**“Honorary Members”** the persons appointed by the Board (on such terms as it sees fit) as Non-Voting Members of the Company from time to time.

**“Individuals”** the persons who play, coach, referee, organise or support squash and / or racketball or who are in any way connected with squash and / or racketball and who are admitted as Non-Voting Members of the Company from time to time.

**“Interested Director”** has the meaning given in Article 24.1.

**“Majority Decision”** a majority decision taken at a Directors’ meeting.

**“Member”** has the meaning given in section 112 of the Act.

**“Member Representative”** a representative appointed by a Voting Member in accordance with these Articles to attend general meetings of the Company.

**“Nominated Directors”** the Directors appointed by the Board in accordance with the provisions of Article 15.3.

**“Non-Voting Member”** a Member of the Company who is not entitled to vote.

**“Objects”** the objects of the Company set out in Article 7.

**“Ordinary Resolution”** has the meaning given in section 282 of the Act.

**“Participate”** has the meaning given in Article 14.1 and **“Participating”** shall be construed accordingly.

**“President”** the president of the Company from time to time elected by the Members in accordance with the provisions of Article 35.

**“Proxy Notice”** has the meaning given in Article 43.1.

**“Proxy Notification Address”** has the meaning given in Article 44.1.

**“Qualifying Person”:**

- (a) an individual who is a Member;
- (b) a person authorised under section 323 of the Act to act as the representative of a company in relation to the relevant general meeting; or
- (c) a person appointed as proxy of a Member in relation to the relevant general meeting.

**“Relevant Director”** any director or former director of any Group Company.

**“Relevant Loss”** any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to any Group Company or any pension fund or employees' share scheme of any Group Company.

**“Secretariat”** the secretariat of the Company from time to time appointed in accordance with the provisions of Article 22.

**“Special Resolution”** has the meaning given in section 283 of the Act.

**“Subscriptions”** the annual subscription towards the expenses of the Company, the scale, rate and amount of which shall be determined by the Board.

**“Subsidiary”** any company which is a subsidiary of the Company from time to time.

**“Transaction”** has the meaning given in Article 24.1.

**“Unanimous Decision”** has the meaning given in Article 12.1.

**“Vice-Presidents”** the vice-presidents of the Company from time to time appointed in accordance with the provisions of Article 36.

**“Voting Member”** a Member of the Company who is entitled to vote.

**“Writing”** 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 The rules of interpretation set out in Articles 1.3 to 1.8 (inclusive) apply in these articles.

1.3 A reference to:

1.3.1 a **“person”** includes a reference to:

1.3.1.1 any individual, firm, partnership, unincorporated association or company wherever incorporated or situated; and

1.3.1.2 that person’s legal personal representatives, trustees in bankruptcy and successors;

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

1.3.3 a **“document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form; and

1.3.4 a **“company”** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires:

1.4.1 words denoting the singular shall include the plural and vice versa;

1.4.2 words denoting a gender shall include all genders; and

1.4.3 references to (or to any specified provision of) these articles or any other document shall be construed as references to these articles, that provision or that document as in force and as amended from time to time.

1.5 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the date of these articles) and any prior or subsequent legislation made under it but this Article 1.5 shall not operate so as to impose on any person any greater obligation than would otherwise apply.

1.6 Unless the context otherwise requires, words or expressions used in these articles shall have the same meaning as in the Act.

1.7 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.

1.8 A reference to an “**Article**” is to an article of these articles.

## **2 MODEL ARTICLES SHALL NOT APPLY**

Neither the model articles for private companies limited by guarantee prescribed pursuant to the Act, nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Company.

## **3 OBJECTS**

The objects for which the Company is established are as follows:

- 3.1 to promote and encourage the sports of squash and racketball and to further their growth and development at all levels;
- 3.2 to act as the single governing body and central authority for England in all matters connected with the organisation and playing of the sports of squash and racketball by men and women and exercise all powers in connection with the same;
- 3.3 to further the development of the sports of squash and racketball in every respect, broadening its appeal to all sections of the public, both men and women, encouraging the schooling and training of new players, improving the facilities for the teaching and playing of the sports in England, liaising with other National and International bodies as to the development of the sports in general and International competitions in particular, and to increase public awareness and interest in the sports of squash and racketball as a whole;
- 3.4 to be affiliated to the World Squash Federation whose current rules shall be the rules of squash;
- 3.5 to make and enforce byelaws and regulations, and to formulate and issue guidelines concerning all forms and aspects of the sports of squash and racketball (and, in the case of squash, in accordance with the aforesaid rules);
- 3.6 to protect the interests of the sports of squash and racketball and of all players of the sports of squash and racketball and to work for improved facilities for the same;
- 3.7 to create and promote by publicity and education an informed and interested public opinion on the value and importance of the sports of squash and racketball; and
- 3.8 to arrange with any person, company, undertaking or organisation for the provision of services for members of the Company in respect of insurances, travel facilities or the purchase of goods, equipment and appliances.

#### 4 POWERS

The Company shall have the following powers exercisable in furtherance of its Objects:

- 4.1 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
- 4.2 to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 4.3 to borrow or raise money for the Objects on such terms and on such security as may be thought fit;
- 4.4 to take and accept gifts of money, property or other assets whether subject to any special trust or not for any one or more of the Objects;
- 4.5 to issue appeals and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 4.6 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques or other instruments and to operate bank accounts;
- 4.7 to invest moneys of the Company not immediately required for its purpose in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 4.8 to make any donations in cash or assets or establish or support or aid in the establishment or support of or guarantee constitute or lend money (with or without security) to or for any charitable associations or institutions in any way connected with the purposes of the Company or calculated to further its Objects;
- 4.9 to undertake and execute charitable trusts;
- 4.10 to engage and pay any person or persons whether on a full time or part time basis or whether as consultant or employee to supervise, organise, carry on the work of or advise the Company;
- 4.11 subject to the provisions of Article 5, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of staff, employees or former employees of the Company and their husbands, wives and other dependents;
- 4.12 to amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Company;

- 4.13 to pay out of funds of the Company the costs, charges and expenses incidental to the formation and registration of the Company;
- 4.14 to initiate support and co-operate with others in proposals and activities calculated to assist in the promotion of the Objects;
- 4.15 to collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method, and to accept and receive gifts of property of any description for or towards all or any of the Objects;
- 4.16 to provide services of any sort whatsoever for any club or association, body or person interested in or associated with the sports of squash and racketball; and
- 4.17 to do all such lawful things as will further or are conducive and incidental to the attainment of the Objects or any of them.

## **5 INCOME AND PROPERTY**

- 5.1 Subject to Article 5.2, the income and property of the Company shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company.
- 5.2 Notwithstanding the provisions of Article 5.1, nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 5.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company and legitimate out of pocket expenses incurred in carrying out the duties of any Member, officer or servant of the Company;
  - 5.2.2 interest on money lent by a Member of the Company at a rate per annum not exceeding the base lending rate prescribed for the time being by HSBC Bank PLC or 3% whichever is the greater;
  - 5.2.3 reasonable and proper rent for premises demised or let by any Member of the Company.

## **6 LIABILITY OF MEMBERS**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- 6.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 6.2 payment of the costs, charges and expenses of winding up; and

6.3 adjustment of the rights of the contributories among themselves.

## 7 **BOARD'S GENERAL AUTHORITY**

Subject to the other provisions of these articles, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

## 8 **MEMBERS' RESERVE POWER**

8.1 The Members may, by Special Resolution, direct the Board to take, or refrain from taking, specified action.

8.2 No Special Resolution passed pursuant to Article 8.1 invalidates anything which the Board has done before the passing of that resolution.

## 9 **BOARD MAY DELEGATE**

9.1 Subject to the other provisions of these articles, the Board may delegate any of the powers which are conferred on it under these articles:

9.1.1 to such person or committee;

9.1.2 by such means (including by power of attorney);

9.1.3 to such an extent;

9.1.4 in relation to such matters or territories; and

9.1.5 on such terms and/or conditions;

as it thinks fit.

9.2 If the Board so specifies, any delegation pursuant to Article 9.1 may authorise further delegation of the Board's powers by any person to whom they are delegated.

9.3 The Board may, at any time, revoke any delegation made pursuant to Article 9.1 in whole or part, or alter its terms and/or conditions.

## 10 **COMMITTEES**

10.1 Committees to which the Board delegates any of their powers must follow procedures which are based (as far as they are applicable) on those provisions of these articles which govern the taking of decisions by the Board.

10.2 The Board may make rules of procedure for all or any committees, which shall prevail over rules derived from these articles if they are not consistent with them.

## 11 **BOARD TO TAKE DECISIONS COLLECTIVELY**

The general rule about decision-making by the Board is that any decision of the Directors must be either a Majority Decision or a Unanimous Decision.

## 12 UNANIMOUS DECISIONS

- 12.1 A decision of the Board is a unanimous decision (a “**Unanimous Decision**”):
- 12.1.1 if all Eligible Directors indicate to each other by any means that they share a common view on a matter; and
  - 12.1.2 had the matter in question been proposed as a resolution at a meeting of the Board, the Eligible Directors would have formed a quorum at that meeting.
- 12.2 A Unanimous Decision may take the form of a resolution in Writing (where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing).

## 13 CALLING A MEETING OF THE BOARD

- 13.1 Any Director may call a meeting of the Board by giving notice of that meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 13.2 Notice of any meeting of the Board must indicate:
- 13.2.1 its proposed date and time;
  - 13.2.2 where it is to take place; and
  - 13.2.3 if it is anticipated that the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting.
- 13.3 Notice of a meeting of the Board must be given to each Director but need not be in Writing.
- 13.4 Notice of a meeting of the Board need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company either before or not more than seven days after the date on which that meeting is held. Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it.

## 14 PARTICIPATION IN MEETINGS OF THE BOARD

- 14.1 Subject to the other provisions of these articles, Directors participate (“**Participate**”) in a meeting, or part of a meeting, of the Board when they can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other).

- 14.2 If all the Directors Participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 14.3 Subject to Article 14.4, if a question arises at a meeting of the Board or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive.
- 14.4 If a question arises at a meeting of the Board or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum).

## 15 NUMBER AND APPOINTMENT OF DIRECTORS

- 15.1 The number of Directors shall not be less than nine and shall comprise:
- 15.1.1 the Chairman;
  - 15.1.2 five Elected Directors;
  - 15.1.3 two Nominated Directors; and
  - 15.1.4 the Chief Executive.
- 15.2 The Elected Directors shall be elected by a resolution of the Council and shall serve for a term of three years. The Elected Directors shall be eligible for re-election provided that no one Elected Director shall serve more than two consecutive terms.
- 15.3 The Nominated Directors shall be appointed by a resolution of the Board and such appointment shall be ratified by a resolution of the Council. The Nominated Directors shall serve for a term of three years and shall be eligible for re-election provided that no one Nominated Director shall serve more than two consecutive terms.
- 15.4 The Chief Executive shall be appointed by the Board on such terms as the Board thinks fit.
- 15.5 The Board may, from time to time, co-opt additional directors as it sees fit and such additional directors shall be entitled to receive notice of, attend and speak at meetings of the Board, but shall not be entitled to vote.
- 15.6 If at any time the number of Directors is less than nine, the Board shall have the power to appoint any person to fill a vacancy in the membership of the Board **PROVIDED THAT** such person shall hold office only until such time as a decision is made by the Council or the Board (as the case may be) to appoint a replacement

Chairman, Elected Director, Nominated Director or Chief Executive (as the case may be) in accordance with the provisions of these Articles.

**16 QUORUM FOR MEETINGS OF THE BOARD**

16.1 At a meeting of the Board, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 The quorum for meetings of the Board is any four of the Elected Directors (which, for this purpose only, shall include the Chairman).

**17 VOTING AT MEETINGS OF THE BOARD**

Subject to the other provisions of these articles, each Director Participating in a meeting of the Board has one vote on each proposed resolution.

**18 CHAIRMAN**

The Chairman shall be elected by a resolution of the Council and shall serve for a term of three years. The Chairman shall be eligible for re-election provided that no one Chairman shall serve more than two consecutive terms.

**19 CHAIRING OF MEETINGS**

19.1 If the Chairman is not Participating in a meeting of the Board within 10 minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

19.2 If the Chairman is not Participating in a meeting of the Council within 10 minutes of the time at which it was to start, the representatives of the Members (or their alternates) must appoint one of themselves to chair it.

**20 CHAIRMAN'S CASTING VOTE**

20.1 Subject to Article 20.2, if at any meeting of the Board the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting) shall have a casting vote.

20.2 The Chairman (or other Director chairing the meeting) shall not have a casting vote if, in accordance with these articles, he is not entitled to vote (or his vote would not be counted) or count in the quorum at the relevant meeting (or part of that meeting).

**21 COUNCIL**

21.1 Each County Association shall be entitled to appoint, by notice in Writing to the Board, one Council Representative (and an alternate) to the Council.

21.2 The role of the Council is to:

- 21.2.1 elect the Chairman (who will be Chairman of the Council and the Board);
- 21.2.2 elect the five Elected Directors to the Board;
- 21.2.3 review the work of the Board and provide advice; and
- 21.2.4 ratify the appointment of Nominated Directors by the Board,

**PROVIDED THAT** no person shall be eligible for election by the Council either as the Chairman or an Elected Director unless they have been proposed or nominated by at least two County Associations (or their duly appointed Council Representative).

- 21.3 Nominations for election of the Chairman and the Elected Directors must be received by the Chief Executive at least 28 days prior to the meeting at which such elections are to be considered.
- 21.4 The Council shall meet at least twice a year and additional meetings of the Council may be requested by not less than 10 Council Representatives.
- 21.5 A resolution put to the vote of the Council must be decided on a show of hands when each Council Representative (or their alternate) in attendance at the meeting shall have one vote.
- 21.6 The quorum for meetings of the Council is 10 Council Representatives (or their alternates).
- 21.7 The President, Vice Presidents and Directors may attend and speak at meetings of the Council, but (save in the circumstances set out in Article 21.8) will not be entitled to vote.
- 21.8 Subject to Article 21.8, if at any meeting of the Council the numbers of votes for and against a proposal are equal, the Chairman (or other representative chairing the meeting) shall have a casting vote.
- 21.9 On any resolution of the Council to consider the appointment of the Chairman, if the numbers of votes for and against a proposal are equal, the President shall have a casting vote.

## 22 **SECRETARIAT**

- 22.1 The Secretariat shall perform such duties as are required by these Articles and by the Board.
- 22.2 The Secretariat shall be responsible to the Chief Executive and shall be located at the registered office of the Company from time to time.
- 22.3 The Board shall be responsible for the appointment of senior members of the Secretariat.

- 22.4 The Chief Executive shall be responsible for the conduct of the Secretariat and the appointment of other members of the Secretariat.

## 23 SITUATIONAL CONFLICTS OF INTEREST

- 23.1 Subject to the other provisions of these articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this Article 23, authorise any matter which would, if not authorised, result in a Director (the “**Conflicted Director**”) being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a “**Conflict**”).
- 23.2 Any authorisation given under Article 23.1 (an “**Authorisation**”) (and any subsequent variation or termination of an Authorisation) will only be effective if:
- 23.2.1 any requirement as to the quorum at the meeting of the Board at which the matter is considered is met without counting the Conflicted Director (or any other interested Director); and
- 23.2.2 the matter was agreed to without the Conflicted Director (or any other interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted.
- 23.3 The Directors may at any time:
- 23.3.1 make any Authorisation subject to such terms and conditions as they think fit; and
- 23.3.2 vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination).
- 23.4 Unless as a condition of the relevant Authorisation the Board provides otherwise, a Conflicted Director who has received an Authorisation in relation to a Conflict:
- 23.4.1 may vote at any future meeting of the Board (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating at that meeting;
- 23.4.2 may absent himself from the whole or any part of any meeting of the Board (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed;
- 23.4.3 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as

a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party; and

23.4.4 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict.

## 24 **TRANSACTIONAL CONFLICTS OF INTEREST**

24.1 If a Director (the “**Interested Director**”) is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company (the “**Transaction**”) he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act.

24.2 Subject to the provisions of the Act, Article 24.1 and the terms of any relevant Authorisation, an Interested Director:

24.2.1 may be a party to, or otherwise be interested in, the relevant Transaction;

24.2.2 may vote at any meeting of the Board (or meeting of a committee of the Directors) on any resolution in respect of that Transaction (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating in that meeting; and

24.2.3 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Transaction and that Transaction shall not be liable to be avoided on the ground of his interest.

## 25 **RECORDS OF DECISIONS TO BE KEPT**

The Board must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every Unanimous Decision and Majority Decision.

## 26 **BOARD’S DISCRETION TO MAKE FURTHER RULES**

Subject to the other provisions of these articles, the Board may make any rule it thinks fit about how it takes decisions and about how such rules are to be recorded or communicated to Directors.

## 27 **TERMINATION OF DIRECTOR’S APPOINTMENT**

A person ceases to be a Director as soon as:

27.1 he ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

27.2 a bankruptcy order is made against him;

27.3 a composition is made with his creditors generally in satisfaction of his debts;

- 27.4 a registered medical practitioner who is treating him gives an opinion in Writing to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 27.5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have; or
- 27.6 notification is received by the Company from him that he is resigning from office and that resignation has taken effect in accordance with its terms.

## **28 DIRECTORS' REMUNERATION**

- 28.1 Any Director may undertake any services for the Company that the Board decides.
- 28.2 A Director is entitled to such remuneration as the Board determines:
  - 28.2.1 for his services to the Company as a Director; and
  - 28.2.2 for any other service which he undertakes for the Company.
- 28.3 Subject to the other provisions of these articles, a Director's remuneration may:
  - 28.3.1 take any form; and
  - 28.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 28.4 Unless the Board decides otherwise, each Director's remuneration accrues from day to day.
- 28.5 Unless the Board decides otherwise, no Director is accountable to the Company for any remuneration which he receives as a director, other officer or employee of any other Group Company or of any other company in which the Company is interested.

## **29 DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which any Director (or any Alternate) properly incurs in connection with his attendance at:

- 29.1 meetings of the Board or meetings of committees of Directors;
- 29.2 general meetings; or
- 29.3 separate meetings of the holders of debentures of the Company;

or otherwise in connection with the exercise of his powers and the discharge of his responsibilities in relation to the Company.

## 30 **MEMBERSHIP**

The Members of the Company shall be the County Associations, Clubs, Individuals and Honorary Members **PROVIDED THAT:**

- 30.1 an application for membership in a form approved by the Board has been completed by each Member (or prospective Member);
- 30.2 the Board has approved the application; and
- 30.3 in each case, such Members are for the time being complying with these Articles and any requirements as to the payment of Subscriptions as determined by the Board.

## 31 **TERMINATION OF MEMBERSHIP**

- 31.1 A Member may withdraw from membership of the Company by giving seven days' notice to the Company in Writing.
- 31.2 The Board may, for good reason (including, without limitation, the failure to pay Subscriptions as and when they fall due), withdraw or suspend any Member from the membership of the Company.
- 31.3 Membership is not transferable.
- 31.4 A person's membership terminates when that person dies or ceases to exist.

## 32 **GENERAL MEETINGS**

- 32.1 The Company shall hold a general meeting in every calendar year as its "Annual General Meeting", at such time and place as may be determined by the Board and shall specify the meeting as such in the notice calling it, provided that no one Annual General Meeting shall be held more than 15 months after the last preceding Annual General Meeting.
- 32.2 Notice in writing of at least 28 days shall be given of every Annual General Meeting and every other general meeting (exclusive, in every case, of the day on which it is served or deemed to be served and of the day for which it is given). Such notice shall specify the place, the day and the time of the meeting and, in the case of "special" business, the detail of such business, shall be given to such persons (including the Auditors) as are entitled to receive such notices from the Company under these Articles or the Act.
- 32.3 Notice of every Annual General Meeting shall be accompanied by the agenda, annual report and the statement of accounts and balance sheet duly audited which it is proposed to submit to the meeting.
- 32.4 All business shall be deemed "special" that is transacted at an Annual General Meeting or other general meeting, with the exception of the following, which shall be transacted and deemed ordinary business:

- 32.4.1 approval of the minutes of the previous general meeting and consideration of any matters arising therefrom;
  - 32.4.2 consideration of the income and expenditure account and balance sheet, the annual report and the report of the Auditors;
  - 32.4.3 the election of the President; and
  - 32.4.4 the appointment of the auditors.
- 32.5 At any general meetings, only the business notified in the agenda accompanying the notice shall be transacted. Any amendments must be kept within the terms of the motion and the President (or other person acting as chair of the meeting) shall have the power to refuse any amendment which substantially altered the intention of the motion.

### **33 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 33.1 Each Voting Member shall be entitled to appoint, by notice in Writing to the Board, one Member Representative to attend and vote on its behalf at general meetings of the Company.
- 33.2 Each Non-Voting Member shall be entitled to receive notice of, and attend at, general meetings of the Company, but shall not be entitled to vote.
- 33.3 A person is able to exercise the right to speak at a general meeting when he is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting.
- 33.4 A person is able to exercise the right to vote at a general meeting when:
- 33.4.1 he is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 33.4.2 his vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 33.5 The Board may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 33.6 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other.
- 33.7 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

**34 QUORUM FOR GENERAL MEETINGS**

- 34.1 No business is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 34.2 The quorum for a general meeting is 20 Member Representatives of whom not less than 10 shall represent the County Associations.

**35 PRESIDENT**

- 35.1 The President shall be elected by a resolution of the Voting Members and shall serve for a term of three years. The President shall be eligible for re-election provided that no one President shall serve more than two terms.
- 35.2 Candidates for election as President shall be nominated by a voting member of the Council and nominations shall be delivered to the Secretariat not later than 28 days prior to the meeting at which the appointments shall be considered.
- 35.3 In the event that the President retires prior to the end of his or her term, the Council may select an interim president from its own membership until the provisions for nomination and election of the President at a general meeting can be met in full.

**36 VICE-PRESIDENTS**

- 36.1 Vice-Presidents shall be appointed by a resolution of the Board and such appointment shall be ratified by a resolution of the Council.
- 36.2 Vice-Presidents shall serve for a term of three years and shall be eligible for re-election.
- 36.3 There shall be no limit to the number of Vice-Presidents.

**37 CHAIRING GENERAL MEETINGS**

- 37.1 The President shall chair general meetings if present and willing to do so.
- 37.2 If the President is unable or unwilling to chair the relevant general meeting or is not present within 10 minutes of the time at which the relevant general meeting was due to start:
  - 37.2.1 the Chairman shall preside as chair of that meeting; or
  - 37.2.2 (if the Chairman is unable or unwilling to preside), the meeting must appoint a Director to preside as chair of that meeting; or
  - 37.2.3 (if neither the Chairman nor any of the Directors are able or willing to preside), the meeting must appoint one of the appointed representatives of the Members to preside as chair of the meeting,and, in any event, that appointment must be the first business of that meeting

**38 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS AT GENERAL MEETINGS**

- 38.1 Directors may attend and speak at general meetings whether or not they are Members.
- 38.2 The President (or other person acting as chair of the meeting) may permit other persons who are not Members to attend and speak at any general meeting.

**39 ADJOURNMENT OF GENERAL MEETINGS**

- 39.1 If the persons attending a general meeting within 30 minutes of the time at which the meeting was due to start do not constitute a quorum or if during a general meeting a quorum ceases to be present, the President (or other person acting as chair of the meeting) must adjourn it.
- 39.2 The President (or other person acting as chair of the meeting) may adjourn a general meeting at which a quorum is present if:
  - 39.2.1 that meeting consents to an adjournment; or
  - 39.2.2 it appears to him that an adjournment is necessary to protect the safety of any person attending that meeting or ensure that the business of that meeting is conducted in an orderly manner.
- 39.3 The President (or other person acting as chair of the meeting) must adjourn a general meeting if directed to do so by that meeting.
- 39.4 When adjourning a general meeting, the President (or other person acting as chair of the meeting) must:
  - 39.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
  - 39.4.2 have regard to any directions as to the time and place of any adjournment which have been given by that meeting.
- 39.5 If the continuation of an adjourned meeting is to take place more than 30 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
  - 39.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
  - 39.5.2 containing the same information which such notice is required to contain.
- 39.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the relevant general meeting if the adjournment had not taken place.

#### 40 VOTING AT GENERAL MEETINGS: GENERAL

- 40.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.
- 40.2 On a vote on a resolution on a show of hands at a general meeting every Member Representative (whether present in person or by one or more proxies) shall have one vote.
- 40.3 On a vote on a resolution on a poll taken at a general meeting or a written resolution:
- 40.3.1 in relation to a Member Representative of a County Association, the Member Representative shall have:
- 40.3.1.1 one vote for every 6 courts registered with England Squash and Racketball (which have paid the relevant affiliation fee) that lie within the defined county boundaries of the County Association he or she represents; and
- 40.3.1.2 one vote for each 20 player members registered with England Squash and Racketball (who have paid the relevant affiliation fee) whose club address lies within the defined county boundaries of the County Association he or she represents **PROVIDED THAT** the maximum number of votes available for any County Association in this category shall not exceed 5% of the total votes available;
- 40.3.2 in relation to a Member Representative of a Club:
- 40.3.2.1 if the Club controls one or more courts, the Member Representative shall have one vote for every court controlled, subject to a maximum of 4 votes; or
- 40.3.2.2 if the Club does not control any courts, the Member Representative shall have one vote.
- 40.4 No Member Representative shall be entitled to speak or vote (either in person or by proxy) at a general meeting unless all money due to the Company by the Member he or she represents at the time has been paid.

#### 41 ERRORS AND DISPUTES

- 41.1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid.
- 41.2 Any objection pursuant to Article 41.1 must be referred to the President (or other person acting as chair of the meeting), whose decision is final.

## 42 POLL VOTES

- 42.1 A poll on a resolution may be demanded:
- 42.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 42.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 42.2 A poll may be demanded by:
- 42.2.1 the President (or other person acting as chair of the meeting); or
  - 42.2.2 not less than 5 Member Representatives having the right to vote at the Meeting; or
  - 42.2.3 by a Member Representative or Member Representatives representing not less than one-tenth of the total voting rights of all Member Representatives having the right to vote at the meeting.
- 42.3 A demand for a poll may be withdrawn if:
- 42.3.1 the poll has not yet been taken; and
  - 42.3.2 the President (or other person acting as chair of the meeting) consents to the withdrawal;
- but any such withdrawal shall not invalidate the result of a show of hands declared prior to the demand for a poll being made.
- 42.4 Polls must be taken immediately and in such manner as the President (or other person acting as chair of the meeting) directs.

## 43 CONTENT OF PROXY NOTICES

- 43.1 Proxies may only validly be appointed by a notice in Writing (a **"Proxy Notice"**) which:
- 43.1.1 states the name and address of the Member Representative appointing the proxy and which Member he or she represents;
  - 43.1.2 identifies the person appointed to be the proxy and the general meeting in relation to which he is appointed;
  - 43.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 43.1.4 is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which the Proxy Notice relates.

- 43.2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 43.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 43.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 43.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the relevant general meeting; and
  - 43.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as that general meeting itself.

#### 44 DELIVERY OF PROXY NOTICES

- 44.1 Any notice of a general meeting must specify the address or addresses (the “**Proxy Notification Address**”) at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.
- 44.2 Subject to Articles 44.3 and 44.4, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the general meeting or adjourned meeting to which it relates.
- 44.3 In the case of a poll taken more than 48 hours after it is demanded, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 44.4 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered:
  - 44.4.1 in accordance with Article 44.2; or
  - 44.4.2 at the meeting at which the poll was demanded to the Chairman, company secretary or any Director.
- 44.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 44.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom, or on whose behalf, the Proxy Notice was given to the Proxy Notification Address.
- 44.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates.

- 44.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the person appointing the proxy's behalf.

#### **45 AMENDMENTS TO RESOLUTIONS**

- 45.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

45.1.1 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 that meeting is to take place (or such later time as the President (or other person acting as chair of the meeting) may determine); and

45.1.2 the proposed amendment does not, in the reasonable opinion of the President (or other person acting as chair of the meeting), materially alter the scope of the resolution.

- 45.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

45.2.1 the President (or other person acting as chair of the meeting) proposes the amendment at the general meeting at which the resolution is to be proposed; and

45.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 45.3 If the President (or other person acting as chair of the meeting), acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

#### **46 MEANS OF COMMUNICATION TO BE USED**

- 46.1 Subject to the other provisions of these articles:

46.1.1 anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company;

46.1.2 and the provisions of the Act, the Company may make any documents or information authorised or required by any provision of these articles or the Act to be sent or supplied by the Company to any Member available on a website; and

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

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

46.3 Section 1147(5) of the Act shall not apply in relation to documents and information sent or supplied by the Company.

#### **47 COMPANY SEALS**

47.1 Any common seal may only be used by the authority of the Directors.

47.2 The Directors may decide by what means and in what form any common seal is to be used.

47.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one Authorised Person in the presence of a witness who attests the signature.

#### **48 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

48.1 Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

48.2 At the Annual General Meeting in every year, the Board shall lay before the Members a proper income and expenditure account for the period since the last preceding accounts, together with a proper balance sheet made up as at the same time. Every such balance sheet shall be accompanied by proper reports of the Board and the auditors, and copies of such accounts, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) shall be sent to all persons entitled to receive notices of general meetings not less than 21 clear days before the date of the meeting.

#### **49 DIRECTORS' INDEMNITY**

49.1 Subject to Article 49.2, any Relevant Director, member of the Council or member of the Secretariat may be indemnified out of the Company's assets against:

49.1.1 any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to any Group Company;

49.1.2 any liability incurred by him in connection with the activities of any Group Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act);

49.1.3 any other liability incurred by him as an officer of any Group Company.

49.2 Article 49.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

## 50 **DIRECTORS' INSURANCE**

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director, member of the Council or member of the Secretariat in respect of any Relevant Loss.

## 51 **WINDING UP**

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 of the Company but shall be given or transferred to some other institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 5, such institution or institutions to be determined by Members of the Company at or before the time of dissolution and in so far as effect cannot be given to such provisions then to some charitable object.