



Welsh Gymnastics  
Gymnasteg Cymru

Company No. 05088631

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

## Articles of Association

of

## Welsh Gymnastics Limited

(Adopted by special resolution passed on 18<sup>th</sup> February 2025)

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## **PART A - INTERPRETATION**

### **1 DEFINITIONS AND INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

<b>Act</b>	the Companies Act 2006 as modified by statute or re-enacted from time to time.
<b>Articles</b>	the Company's articles of association for the time being in force.
<b>Board</b>	the board of directors for the time being of the Company established from time to time in accordance with Article 38.
<b>Board Chair</b>	the chair of the Board for the time being elected in accordance with Article 38.8.
<b>Business Day</b>	any day (other than a Saturday, Sunday, or public holiday in England) when banks in London and/or Cardiff are open for business.
<b>clear days</b>	means a period of days exclusive of the day on which the notice is served and of the day for which it is given.
<b>Company</b>	Welsh Gymnastics Limited.
<b>Conflict</b>	a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company.
<b>director</b>	a director of the Company and includes any person occupying the position of director, by whatever name called.
<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form.
<b>electronic form</b>	has the meaning given in section 1168 of the Act.
<b>Eligible Director</b>	a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 35, any director whose vote is not to be counted in respect of the particular matter).

<b>general meeting</b>	an annual general meeting or other general meeting of the Company.
<b>Gymnastics</b>	the sport of gymnastics in all its forms in Wales, including without limitation all or any of artistic gymnastics, acrobatic gymnastics, rhythmic gymnastics, gymnastics for all, teamgym, trampoline gymnastics, tumbling, aerobic gymnastics, disability gymnastics and such other areas of physical education, early years movement and such other physical activities as are from time to time approved by the Board.
<b>Interested Director</b>	has the meaning given in Article 35.1.
<b>Meeting Chair</b>	the chair of a general meeting appointed accordance with Article 15.
<b>members</b>	the Voting Members and the Non-Voting Members as set out in the Welsh Gymnastics Membership Rules.
<b>Non-Voting Members</b>	all those persons who are members of the Company but are not Voting Members.
<b>ordinary resolution</b>	has the meaning given in section 282 of the Act.
<b>Rules and Regulations</b>	the rules and regulations of the Company made by the Board from time to time in accordance with Article 42.
<b>special resolution</b>	has the meaning given in section 283 of the Act.
<b>subsidiary</b>	has the meaning given in section 1159 of the Act.
<b>Vice-Chair</b>	the person appointed from time to time as the vice-chair of the Company under Article 38.8.
<b>Voting Members</b>	means the Company's gold members over the age of 18 and admitted from time to time to membership of the Company in accordance with Article 8.1 and any applicable Rules and Regulations and who, under these Articles, shall be entitled to receive notice of, attend and vote at general meetings and who are together the members of the Company for the purposes of the Act.

<b>writing</b>	the representation or reproduction of words, symbols, or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
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- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.
- 1.6 A reference herein to an 'Article' is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.7 Any word following the terms including, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 If any Article in these Articles is in conflict with the Act, then the provisions of the Act shall prevail.
- 1.9 For the purposes of Section 20 of the Act, the relevant model Articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles

## **PART B - OBJECTS, POWERS, INCOME, WINDING UP AND LIABILITY OF MEMBERS**

### **2 OBJECTS**

- 2.1 The objects of the Company shall be to:
  - 2.1.1 act as the national governing body for Gymnastics;
  - 2.1.2 advance, promote, administer, foster, represent, encourage and develop Gymnastics;
  - 2.1.3 organise and provide facilities which will encourage participation in Gymnastics;
  - 2.1.4 implement a vision and strategic plan for Gymnastics;
  - 2.1.5 advance, foster, encourage, promote and develop relevant education, knowledge and safety in relation to Gymnastics;

- 2.1.6 develop a commercial, marketing and public relations programme for Gymnastics;
- 2.1.7 make and enforce Rules and Regulations and to formulate and issue Codes of Ethics and Conduct for participants in Gymnastics at all levels and to make appropriate regulations to ensure that the carrying into effect of codes of conduct, disciplinary procedures, anti-doping programmes, measures for the proper protection of children and young persons, anti-discriminatory procedures and rules of the Company are properly observed; and to promote the observance of the said codes procedures programmes measures and rules by its members and other;
- 2.1.8 select the representative teams to represent Wales in international events;
- 2.1.9 affiliate, assist and co-operate with and support national and international organisations having objects with elements in common with those of the Company;
- 2.1.10 consult and co-operate with other organisations operating in Gymnastics in all matters relating to the administration and promotion of and participation in Gymnastics;
- 2.1.11 take such action from time to time as the Board may consider desirable for the benefit of Gymnastics and the members of the Company; and
- 2.1.12 do all other things necessary or desirable for the promotion of the interest of Gymnastics or the Company,

(together the "**Objects**").

### **3 POWERS**

- 3.1 The Company shall have, without prejudice to the generality of the foregoing, power to do all such lawful things as will further the Objects and in particular to:
  - 3.1.1 organise, control and supervise or co-operate with others engaged in the education, recreation of sports with activities that involve or contain Gymnastics elements;
  - 3.1.2 organise, control and supervise or co-operate with others engaged in general health and fitness education and training;
  - 3.1.3 act as the nominating or selecting body, as the case may be, for Welsh Gymnastics teams at Commonwealth events and other events where Wales is a competing nation;
  - 3.1.4 sanction, facilitate and arrange the holding of competitions and events for Gymnastics and to approve and regulate the dates and arrangements for the same;

- 3.1.5 to obtain collect and receive money and funds by way of contributions subscriptions fees donations legacies awards grants covenants or by organising functions or events or by any other lawful methods and to accept and receive gifts of property of any description;
- 3.1.6 to decide all doubtful or disputed points arising within Wales in connection with Gymnastics;
- 3.1.7 to make vary alter maintain and enforce rules and regulation for the control and governance of Gymnastics;
- 3.1.8 to promote the teaching of Gymnastics and to encourage those recognised as coaches, teachers, judges and officials;
- 3.1.9 publish and promote educational material for the dissemination of knowledge regarding Gymnastics and their associated activities;
- 3.1.10 regulate the conduct of examinations of proficiency in Gymnastics, Gymnastics coaching and judging activities;
- 3.1.11 award certificates of proficiency, accreditation and registration to associations, groups and individuals involved in Gymnastics activity;
- 3.1.12 co-operate with schools, education authorities, universities colleges and others in the promotion and development Gymnastics and of appropriate courses for participants, coaches, teachers, judges and officials;
- 3.1.13 purchase lease or by any other means acquire interests on or take options over any property whatever and any rights or privileges of any kind over or in respect of any property;
- 3.1.14 improve manage construct repair develop exchange let on lease or otherwise mortgage charge sell dispose of turn to account grant licenses options rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company;
- 3.1.15 apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licenses, secret processes, trademarks, designs, protections, concessions and generally intellectual property or rights and to disclaim, alter, modify, use and turn to account and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- 3.1.16 invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;



- 3.1.17 administer subsidies, grants and awards on behalf of the grant aiding or award making bodies to participants in gymnastics or other associations, groups and individuals involved in Gymnastics;
- 3.1.18 where appropriate, insure the Company and its Members against claims in respect of permitted and approved activities pursuant to the Company's Objectives;
- 3.1.19 lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts or indemnity and surety-ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee on any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);
- 3.1.20 borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 3.1.21 draw, make, accept, endorse, negotiation, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 3.1.22 apply for, promote, and obtain any Act of Parliament, order or licence of any relevant UK Government or Welsh Government department or other authority for enabling the Company to carry any of its Objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interest, and to oppose any proceedings or applications which may directly or indirectly prejudice the Company's interest;
- 3.1.23 enter into any arrangements with any government body, or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges and concessions;
- 3.1.24 subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issues or guarantees by any other company

constituted or carrying on business on any part of the world, and debentures, debenture stocks, bonds, obligations or securities issues or guaranteed by any government or authority (supreme, municipal, local or otherwise) in any part of the world;

- 3.1.25 control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangement which may seem desirable with respect to any business or operations of or general with respect to any such company or companies;
- 3.1.26 promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value or any property or business of the Company, and to place of guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- 3.1.27 sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same;
- 3.1.28 act as agents or brokers and as trustees for any person, firm or company or in any appropriate manner, and to undertake and perform sub- contracts;
- 3.1.29 remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient; to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the predecessors in the business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants;

- 3.1.30 pay all expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscriptions of any securities of the Company;
- 3.1.31 support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business;
- 3.1.32 do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- 3.1.33 do all such other things as may be deemed incidental or conducive to the attainment of the Company's Objects or any of them,

(the "**Powers**")

- 3.2 None of the Objects set forth in any sub-clause of this Article shall be restrictively construed but the widest interpretation shall be given to each such Object, and none of such Objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Object or Objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Article or by reference to or inference from the name of the Company;
- 3.3 None of the sub-clauses of this Article and none of the Objects therein specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the Objects specified in each sub-clause of this Article as though each such sub-clause contained the objects of a separate company;
- 3.4 The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body or persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

## **4 INCOME**

- 4.1 The income and the property of the Company shall be applied solely towards the promotion of the Objects.
- 4.2 No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus, or profit share to any member.

4.3 Nothing in these Articles shall prevent any payment in good faith by the Company of:

4.3.1 reasonable and proper remuneration to any member or officer, employee or servant of the Company for any service rendered to the Company and of travelling and out-of-pocket expenses necessarily incurred in carrying out the duties of any member or officer, employee or servant of the Company;

4.3.2 interest on money lent by a member or a director at a rate per annum not exceeding 2% or less than the base rate from time to time of National Westminster Bank PLC or 6% whichever is the greater:

(a) to a company of which a member or a director may be a member holding not more than 100th part of the capital of such Company;

(b) of a reasonable and proper rent for premises let by any member to the Company.

## **5 WINDING UP**

5.1 In the event of a winding up or other dissolution of the Company, any funds and assets remaining after satisfaction of its debts and liabilities and the costs of any winding up or other dissolution:

5.1.1 may not be paid or distributed to the members; and

5.1.2 must be transferred to one or more entities (whether incorporated or unincorporated) that:

(a) have the principal purpose of the administration and development of Gymnastics in Wales; and

(b) have restrictions on the application of their property (including, without limitation, any dividend, bonus, or other distribution of any kind whether as income or capital or in the form of cash or otherwise) at least equivalent to the restrictions applicable under these Articles.

If that is not possible, they shall be transferred to or applied towards some other purpose or purposes that are charitable in the promotion of sport in Wales under the law of England and Wales (as it applies in Wales).

## **6 LIABILITY OF MEMBERS**

6.1 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 they are a member or within one year after they cease to be a member, for:

6.1.1 payment of the Company's debts and liabilities contracted before they cease to be a member,

6.1.2 payment of the costs, charges, and expenses of winding up, and

6.1.3 adjustment of the rights of the contributories among themselves.

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

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

7.2 The applicable address shall be the member's registered address as it appears in the Company's register of members or such address as may be provided to the Company by the member using electronic communications

7.3 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

7.4 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.

7.5 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied under these Articles by the Company to a person by being made available on a website.

7.6 A member whose address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices under these Articles may be sent to them or an address to which notices may be sent by electronic means is entitled to have notices sent to them at that address, but otherwise no such member is entitled to receive any notices from the Company.

7.7 If the Company sends or supplies notices or other documents under these Articles by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 24 hours after posting. Any notice, if served by electronic communications, shall be deemed to have been given at the expiration of 24 hours after the time it was sent.

7.8 If the Company sends or supplies notices or other documents under these Articles by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.

7.9 If the Company sends or supplies notices or other documents under these Articles by means of a website, the intended recipient is deemed to have received such notices or

other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

- 7.10 For the purposes of this Article 7, no account shall be taken of any part of a day that is not a business day.

## **PART C – MEMBERSHIP**

### **8 APPLICATIONS FOR MEMBERSHIP**

- 8.1 The Voting Members, the Non-Voting Members and such other persons and organisations as are admitted to membership by:

8.1.1 the Board; or

8.1.2 a committee to whom the Board delegates this power,

in each case in accordance with these Articles and any applicable Rules and Regulations shall be the members of the Company.

- 8.2 No person or organisation shall become a member of the Company unless:

8.2.1 that person or organisation (or a person or organisation on their behalf) has completed an application for membership in such form as may be set out in the Rules and Regulations; and

8.2.2 the Board (or a committee to whom the Board delegates this power) has approved the application.

- 8.3 The Board may from time to time fix the levels of annual subscription fees to be paid by the Voting Members and the Non-Voting Members.

- 8.4 The Board under the power granted in Article 42.1.1 may from time to time set grades and levels of membership within the Welsh Gymnastics Membership Rules and any associated voting rights thereof.

### **9 CONDITIONS OF MEMBERSHIP**

- 9.1 All members shall be bound by and subject to the Rules and Regulations.

- 9.2 The members shall pay an annual subscription fee set by the Board under Article 8.3

- 9.3 Any member whose subscription fee is in arrears as set out in the Welsh Gymnastics Membership Rules shall be deemed to have resigned their membership of the Company unless the Board decides otherwise.

- 9.4 Subject to Article 11, the Board (or any committee to whom it delegates this power) may terminate the membership of any person, or impose any other sanction it determines to

be appropriate, in connection with the breach of any condition of membership set out in this Article 9.

## **10 SUSPENSION OF MEMBERSHIP**

- 10.1 The Board (or any committee to whom it delegates this power) shall have the power to suspend a member in accordance with the Rules and Regulations.

## **11 TERMINATION OF MEMBERSHIP**

- 11.1 It shall be the duty of the Board (or any committee to whom the Board delegates this power), if at any time it shall be of the opinion that the interests of the Company so require, by notice in hard copy form sent by prepaid post to a member's address, to request that member to withdraw from membership of the Company within a time specified in such notice. No such notice shall be sent except on a vote of the majority of the Eligible Directors or committee members present and voting, which majority shall include one half of the total number of the Board or the committee for the time being.
- 11.2 If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting notice in hard copy form of their resignation, or if at any time after receipt of the notice requesting them to withdraw from membership the member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board or such committee to which it has delegated its powers. The Board or committee and the member whose expulsion is under consideration shall be given at least 14 clear days' notice of the meeting, and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in their defence either verbally or in hard copy form, and they shall not be required to withdraw from membership unless a majority of the Board members or committee members present and voting shall, after receiving the statement in their defence, vote for their expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, they shall thereupon cease to be a member and their name shall be erased from the Company's register of members.
- 11.3 A member may withdraw from membership of the Company by giving 14 clear days' notice to the Company in writing. A Member so withdrawing will not be entitled to any refund of fees.
- 11.4 A membership terminates automatically when that person dies or ceases to exist or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules and Regulations.
- 11.5 Membership is not transferable.
- 11.6 Any person ceasing to be a member forfeits all rights in relation to and claims upon the Company its property and its funds and has no right to the return of any part of their subscription.

## **PART D – GENERAL MEETINGS**

### **12 NOTICE OF AND CALLING OF GENERAL MEETINGS**

- 12.1 Every notice convening a general meeting of the Company must comply with the provisions of:
- 12.1.1 section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting;
  - 12.1.2 section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies; and
  - 12.1.3 every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.
- 12.2 Every general meeting of the Company shall be convened by the Company giving 28 days' notice. The notice shall specify the place, day and hour of the general meeting. If it is anticipated that Voting Members attending the general meeting will not be in the same place, the notice shall specify how they should communicate with each other during the general meeting.
- 12.3 There is no obligation for the Directors to call an Annual General Meeting (AGM), but they may do so at their discretion and in compliance with the requirements of calling a General Meeting.
- 12.4 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings at, any meeting.
- 12.5 The directors may make whatever arrangements they consider appropriate to enable those eligible to attend a general meeting to exercise their rights to speak or vote at it.

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

- 13.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting (by any method, virtual or otherwise).
- 13.2 A member is able to exercise the right to vote at a general meeting when:
- 13.2.1 that member is able to vote, during the meeting, on resolutions put to the vote at the meeting (by any method, virtual or otherwise); and



13.2.2 that member's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other members attending the meeting (by any method, virtual or otherwise).

13.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

13.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other (by any method, virtual or otherwise).

13.5 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.

13.6 For the purposes of these Articles, a general meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, the physical location of the chair of the meeting.

## **14 QUORUM FOR GENERAL MEETINGS**

14.1 The quorum of a general meeting may be fixed by the general meeting from time to time, but it must never be less than twenty-five Voting Members, and unless otherwise fixed it is twenty-five Voting Members.

14.2 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **15 CHAIRING GENERAL MEETINGS**

15.1 The Chair shall chair general meetings if present and willing to do so.

15.2 If the Chair is unwilling to chair the meeting or is not present within 15 minutes of the time at which a meeting was due to start the Vice-Chair shall chair the meeting.

15.3 If the Vice-Chair is unwilling to chair the meeting or is not present within 15 minutes of the time at which a meeting was due to start any other director may choose to chair the meeting. If no director is able or willing to chair the meeting then the voting members may choose one of their number to chair the meeting.

15.4 The person chairing a meeting in accordance with this Article is referred to as "the chair of the general meeting".

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

16.1 Directors may attend and speak at general meetings, whether or not they are members.

- 16.2 The chair of the general meeting may permit other persons who are not members of the Company to attend and speak at a general meeting (by any method, virtual or otherwise).

## **17 ADJOURNMENT OF GENERAL MEETING**

- 17.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the general meeting must adjourn it.

- 17.2 The chair of the general meeting may adjourn a general meeting at which a quorum is present if:

17.2.1 the meeting consents to an adjournment, or

17.2.2 it appears to the chair of the general meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 17.3 The chair of the general meeting must adjourn a general meeting if directed to do so by the meeting.

- 17.4 When adjourning a general meeting, the chair of the general meeting must:

17.4.1 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

17.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

- 17.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

17.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

17.5.2 containing the same information which such notice is required to contain.

- 17.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **18 VOTING AT GENERAL MEETINGS**

- 18.1 Subject to the Act, at any general meeting every Voting Member who is present in person (or by proxy) shall, on a show of hands or by another means of making their voting intention known, have one vote and every member present in person (or by proxy) shall on a poll have one vote.

- 18.2 No Voting Member shall be entitled to vote on any question at any general meeting unless such Voting Member has been duly registered and has paid every subscription and other sum (if any) due and payable to the Company in respect of their membership
- 18.3 A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles. Except where otherwise required by the Act, every resolution is decided by a majority of votes cast.
- 18.4 Unless a poll is duly demanded in accordance with these Articles a declaration by the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the general 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.
- 18.5 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the general meeting whose decision is final.
- 18.6 If the number of votes for and against a resolution at a general meeting are equal, the chair of the general meeting shall have a casting vote.

## **19 POLL VOTES AT GENERAL MEETINGS**

- 19.1 A poll on a resolution may be demanded:
- 19.1.1 in advance of the general meeting where it is to be put to the vote, or
  - 19.1.2 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.
- 19.2 A poll may be demanded by:
- 19.2.1 the chair of the general meeting;
  - 19.2.2 the directors; or
  - 19.2.3 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 19.3 A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.
- 19.4 A demand for a poll may be withdrawn if:
- 19.4.1 the poll has not yet been taken, and
  - 19.4.2 the chair of the general meeting consents to the withdrawal.

19.5 Polls must be taken immediately and in such manner as the chair of the general meeting directs.

## **20 CONTENT OF PROXY NOTICES USED AT GENERAL MEETINGS**

20.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

20.1.1 states the name and address of the member appointing the proxy;

20.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

20.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

20.1.4 is received:

(a) in the case of a hard copy proxy notice:

(i) to the registered office of the Company; or

(ii) at such other address specified by the Company in the proxy notice,

in either case, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote and in accordance with any other instructions contained in the notice of the general meeting to which they relate;

(b) in the case of an electronic proxy notice, where an address has been specified for the purpose of receiving electronic communications:

(i) in the notice convening the general meeting, or

(ii) in any proxy notice sent out by the Company in relation to the general meeting, or

(iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the general meeting,

at such address not less than 48 hours before the time for holding the general meeting or adjourned general meeting at which the person named in the proxy notice proposes to vote.

20.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

- 20.3 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.
- 20.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 20.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 20.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **21 DELIVERY OF PROXY NOTICES AT GENERAL MEETINGS**

- 21.1 Any proxy notice received at such address as is referred to in Article 20.1.4 less than 48 hours before the time for holding the general meeting or adjourned general meeting shall be invalid.
- 21.2 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.
- 21.3 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.
- 21.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 21.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **22 AMENDMENTS TO RESOLUTIONS AT GENERAL MEETINGS**

- 22.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 22.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the general meeting may determine), and
  - 22.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the general meeting, materially alter the scope of the resolution.
- 22.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- 22.2.1 the chair of the general meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 22.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 22.3 If the chair of the general meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## **23 WRITTEN RESOLUTION**

- 23.1 Subject to Article 23.3, a resolution in writing agreed by the Appropriate Majority of Voting Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Voting Member and the Appropriate Majority of Voting Members have signified their agreement to the resolution in an authenticated document which has been received at the Company's registered office or at the electronic address or form set out in the notice within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Voting Members have signified their agreement.
- 23.2 In Article 23.1, the Appropriate Majority is:
  - 23.2.1 in the case of an ordinary resolution, a simple majority of the Voting Members;
  - 23.2.2 in the case of a special resolution, 75% or more of the Voting Members.
- 23.3 The following may not be passed as a written resolution:
  - 23.3.1 a resolution to remove a director before their period of office expires; and
  - 23.3.2 a resolution to remove an Auditor before their period of office expires.

## **PART E – DIRECTORS' POWERS AND RESPONSIBILITIES AND DECISION MAKING BY DIRECTORS**

### **24 DIRECTORS' GENERAL AUTHORITY**

- 24.1 Subject to the Articles, the directors are responsible for the management of the Company's business in accordance with its Objects, for which purpose they may exercise all the Powers of the Company.
- 24.2 The directors shall act upon the Rules and Regulations so far as the same are consistent with these Articles. If any conflict or ambiguity arises between these Articles and the Rules and Regulations, these Articles shall prevail.
- 24.3 The directors shall review the Articles on a regular basis.

## **25 MEMBERS' RESERVE POWER**

- 25.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 25.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **26 DIRECTORS MAY DELEGATE**

- 26.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
- 26.1.1 to such person or committee;
  - 26.1.2 by such means (including by power of attorney);
  - 26.1.3 to such an extent;
  - 26.1.4 in relation to such matters or territories; and
  - 26.1.5 on such terms and conditions,
- as they think fit.
- 26.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 26.3 The terms of any delegation to a person or committee shall be recorded in the minutes.
- 26.4 The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 26.5 All acts and proceedings of any person or committee shall be fully and promptly reported to the directors.

## **27 COMMITTEES**

- 27.1 The Company shall have such committees as the Board thinks fit.
- 27.2 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 27.3 The directors may make rules of procedure for themselves and any person, committee or other body to whom they delegate any of their powers. These Articles shall prevail over such rules of procedure if they are not consistent with these Articles.
- 27.4 The Board may invite any member of any committee, not being a director, to attend and speak at any of its meetings, but not to vote

## **28 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

28.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 29.

## **29 UNANIMOUS DECISIONS**

29.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.

29.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

29.3 References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

29.4 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

## **30 CALLING A DIRECTORS' MEETING**

30.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

30.2 The directors shall meet at least 4 times per calendar year.

30.3 Notice of any directors' meeting must indicate:

30.3.1 its proposed date and time;

30.3.2 where it is to take place; and

30.3.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

30.4 Notice of a directors' meeting must be given to each director, but need not be in writing.

30.5 Notice of a directors' meeting need not be given to any director who waives their entitlement to notice of that meeting. Such waiver can be given by notice to that effect to the Company either prior to, or not more than 7 days after, the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.



## **31 PARTICIPATION IN DIRECTORS' MEETINGS**

- 31.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 31.1.1 the meeting has been called and takes place in accordance with the Articles, and
  - 31.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 31.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 31.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 31.4 The Board may invite one or more observers to attend and speak at Board meetings. Observers shall not vote or count towards the quorum at any Board meeting.

## **32 QUORUM FOR DIRECTORS' MEETINGS**

- 32.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 32.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than at least 50 percent of the directors in post and able to vote, and unless otherwise fixed it is at least 50 percent of the directors in post and able to vote.
- 32.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 32.3.1 to appoint further directors, or
  - 32.3.2 to call a general meeting so as to enable the members to appoint further directors.

## **33 CHAIRING OF DIRECTORS' MEETINGS**

- 33.1 The Chair will chair all meetings of the directors at which they are present.
- 33.2 If the Chair is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it. The director so appointed must not be a member or director of any club or other organisation connected with the Sport.

## **34 CASTING VOTE**

- 34.1 If the numbers of votes for and against a proposal are equal, the chair of the meeting of the directors has a casting vote.
- 34.2 But this does not apply if, in accordance with the Articles, the chair of the meeting of the directors is not to be counted as participating in the decision-making process for quorum or voting purposes. In such a circumstance, the meeting will appoint one of their number other than the Chair, to be a chair for the agenda items that the Chair is excluded from, and this temporary chair shall have a casting vote. The details of this will be entered into the minutes of the meeting.

## **35 CONFLICTS OF INTEREST**

- 35.1 If a director of the Company is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, that director must declare the nature and extent of that interest to the other directors.
- 35.2 In respect of the interest declared, the director shall:
- 35.2.1 not be counted in the quorum present at the meeting to consider such matter;
  - 35.2.2 have no vote on such matter; and
  - 35.2.3 leave the room and take no further part in the discussion on such matter.
- 35.3 The provisions of Article 35.2 shall not apply when:
- 35.3.1 the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;
  - 35.3.2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - 35.3.3 the director's conflict of interest arises from a permitted cause.
- 35.4 For the purposes of this Article, the following are permitted causes:
- 35.4.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
  - 35.4.2 subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
  - 35.4.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for directors or former directors.

35.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

35.6 Subject to paragraph 35.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair whose ruling in relation to any director other than the chair is to be final and conclusive.

35.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair, the question is to be decided by a decision of the directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

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

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

## **37 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

37.1 Subject to the 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.

## **PART F - DIRECTORS**

### **38 APPOINTMENT OF DIRECTORS**

38.1 Unless otherwise determined by ordinary resolution, there shall be a minimum of 7 directors and a maximum of 12.

38.2 All members of the Board shall be appointed from time to time by a decision of Board following an interview and recommendation by a selection panel (taking account of the candidate's ability, experience, and expertise to fulfil the identified role on the board of directors and the Company's equality, diversity and inclusion] policy) composed of the Board Chairman and (where available) two Directors.

38.3 *In making appointments to the Board, the Board will take into consideration the interests of under-represented groups and the value of diversity at Board level, in particular taking appropriate action to promote any aspirational diversity targets adopted by the Board from time to time.*

38.4

38.5 Directors shall hold office for a period of 4 years. An Appointed Director may serve a maximum of 2 consecutive terms of 4 years.

- 38.6 Any Director who has served or will serve a term of more than 3 years as Chair, may serve an additional term of 4 years.
- 38.7 The board of directors may co-opt a director if it is necessary to ensure that the board has the skills and experience needed to fulfil its role provided that the total number of directors does not exceed 12.
- 38.8 The Board Chair and any Vice-Chair shall be appointed by a decision of the Board. The Chair and any Vice-Chair so appointed must not be a member or director of any club or other organisation connected with the Sport.
- 38.9 All acts carried out in good faith at any meeting of the Board or of any committee, or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person be as valid as if every such person had been duly appointed or had duly continued in office.

## **39 TERMINATION OF DIRECTOR'S APPOINTMENT**

- 39.1 A person ceases to be a director as soon as:
- 39.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
  - 39.1.2 a bankruptcy order is made against that person;
  - 39.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 39.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than 3 months;
  - 39.1.5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
  - 39.1.6 that person completes the maximum period in office permitted by Article 38.
  - 39.1.7 that person shall have been absent from 3 consecutive meetings of the directors without permission of the directors;
  - 39.1.8 that person is suspended from taking part in Gymnastics and/or Gymnastics management; or
  - 39.1.9 that person does any act or thing which in the opinion of the directors brings the Company into disrepute; or

39.1.10 that person is requested to resign by at least 75% of the other members of the Board acting together.

## **40 DIRECTORS' EXPENSES**

40.1 The Company may pay any reasonable expenses which the directors and the secretary) properly incur in connection with their attendance at:

40.1.1 meetings of directors or committees of directors,

40.1.2 general meetings of the members,

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

## **41 ACCOUNTS**

41.1 The Board shall cause accounting records to be kept in accordance with the requirements of the Act.

41.2 The accounting records shall be kept at the registered office of the Company, or, subject to the provisions of the Act, at such other place or places as the Board shall think fit, and shall always be open to the inspection of the directors.

41.3 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of members not being officers of the Company. 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.

## **42 RULES AND REGULATIONS**

42.1 The Board (or any committee to whom it delegates its powers) may from time to time make, vary and/or revoke such Rules and Regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular without prejudice to the generality of the foregoing it may by such Rules and Regulations regulate:

42.1.1 the admission and classification of members, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members (including introducing new categories of membership, removing categories of membership or varying categories of membership and their respective rights, privileges and obligations);

- 42.1.2 the levels of membership fees to be paid by different categories of membership;
  - 42.1.3 procedures for the registration of members;
  - 42.1.4 disciplinary procedures for members;
  - 42.1.5 the conduct of members in relation to one another, and to the Company's officers;
  - 42.1.6 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times for any particular purpose or purposes;
  - 42.1.7 terms of reference as to the function, role and operation of committees to assist the Board in the better administration of the Company;
  - 42.1.8 the procedure at general meetings and meetings of the Board and committees of the Board in so far as such procedure is not regulated by these Articles;
  - 42.1.9 the appointment of panels and their procedures covering matters including but limited to discipline, anti-doping, appeals against decisions or selection, and safeguarding and wellbeing;
  - 42.1.10 the procedures for the appointment of gymnasts' representatives;
  - 42.1.11 generally, all such matters as are commonly the subject matter of Company rules.
- 42.2 The Company shall, by ordinary resolution, have the power to alter or repeal such Rules or Regulations and to make additions thereto and the Board shall adopt such means as they deem sufficient to bring to the notice of the members all such Rules or Regulations, which so long as they shall be in force shall be binding on all members provided, nevertheless, that no Rule or Regulation shall be inconsistent with, or shall affect or repeal anything contained in, the Articles. In the event that any such Rule or Regulation is inconsistent then Articles shall prevail.

## **43 INDEMNITY AND INSURANCE**

- 43.1 Subject to Article 43.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 43.1.1 every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which the director may sustain or incur in or about the execution of the duties of their office or otherwise in relation thereto, including any liability incurred by the director in defending any proceedings, whether civil or criminal, in which judgement is given in the director's favour or in which the director is acquitted or in connection with any application in which relief is granted to the director by the Court, and no director or other officer shall liable for any loss, damage or misfortune which

may happen to be incurred by the Company in the execution of the duties of their office or in relation thereto;

43.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by that officer in connection with any proceedings or application referred to in Article 43.1.1. and otherwise, may take any action to enable any such relevant officer to avoid incurring such expenditure.

43.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

43.3 The Board shall purchase and maintain insurance, at the expense of the Company, for the benefit of any director, officer, or auditor of the Company against personal liability for acts properly undertaken by them or undertaken by them in breach of trust but under an honest mistake.