

**Welsh Gymnastics Articles of
Association
9th July 2017**



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 9th July 2017)**

HUGH | JAMES

Understanding law, understanding you

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
WELSH GYMNASTICS LIMITED (the Company or NGB)
(Adopted by special resolution passed on 9th July 2017)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1.INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: the Companies Act 2006;

Articles: the Company's articles of association for the time being in force;

Board: the board of directors for the time being of the Company;

Board Chairperson: the chairperson of the Board for the time being elected in accordance with article 15.2;

Business Day: any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Conflict: 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;

director: a director of the Company and includes any person occupying the position of director, by whatever name called;

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

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: 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 20, any director whose vote is not to be counted in respect of the particular matter);

Gymnastics: the sport of gymnastics in all its forms in Wales;

Interested Director: has the meaning given in article 17.1;

Meeting Chairperson: the chairperson of a general meeting appointed accordance with article 13;

members: the Voting Members and the Non-Voting Members;

Non-Voting Members: all those persons who are members of the Company but are not Voting Members;

ordinary resolution: has the meaning given in section 282 of the Act;

Rules and Regulations: the rules and regulations of the NGB made by the Board from time to time in accordance with article 23;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

Voting Members: the persons admitted from time to time to membership of the Company in accordance with article 7.1 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;

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 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.5 Any word following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. OBJECTS

The objects of the Company shall be:

- 2.1 To act as the governing body for Gymnastics;
- 2.2 To foster encourage and develop Gymnastics;
- 2.3 To do all other things necessary or desirable for the promotion of the interest of Gymnastics;
- 2.4 To 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; and

- 2.5 To acquire the property assets and undertaking of the unincorporated body known as "Welsh Gymnastics" and with a view thereto to enter into an agreement or agreements for that purpose.

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 set out in article 2 and in particular:

3.1.1 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;

3.1.2 To decide all doubtful or disputed points arising within Wales in connection with Gymnastics;

3.1.3 To make vary alter maintain and enforce rules and regulation for the control and governance of Gymnastics;

3.1.4 To promote the teaching of Gymnastics and to encourage those recognised as coaches teachers judges and officials;

3.1.5 To 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;

3.1.6 To 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;

3.1.7 To 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 NGB;

3.1.8 To 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, trade marks, 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 NGB may acquire or propose to acquire;

3.1.9 To invest and deal with the moneys of the NGB not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;

3.1.10 To 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 NGB), 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);

3.1.11 To 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 NGB'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 NGB of any obligation or liability it may undertake or which may become binding on it;

3.1.12 To 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;

3.1.13 To apply for, promote, and obtain any Act of Parliament, order or licence of any relevant UK Government department or other authority for enabling the NGB to carry any of its objects into effect, or for effecting any modification of the NGB's constitution, or for any other purpose which may seem calculated directly or

indirectly to promote the NGB's interest, and to oppose any proceedings or applications which may directly or indirectly prejudice the NGB's interest;

3.1.14 To enter into any arrangements with any government body, or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the NGB's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges and concessions;

3.1.15 To 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;

3.1.16 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the NGB 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;

3.1.17 To 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 NGB, or of undertaking any business or operations which may appear likely to assist or benefit the NGB or to enhance the value or any property or business of the NGB, 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;

3.1.18 To sell or otherwise dispose of the whole or any part of the business or property of the NGB, either together or in portions, for such consideration as the NGB may think fit, and in particular for shares, debentures, or securities of any company purchasing the same;

3.1.19 To 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;

3.1.20 To remunerate any person, firm or company rendering services to the NGB 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 NGB, or any company which is a subsidiary of the NGB or the predecessors in the business of the NGB 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;

3.1.21 To pay all expenses incurred in connection with the promotion, formation and incorporation of the NGB, 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 NGB;

3.1.22 To 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 NGB or its directors or employees, or may be connected with any town or place where the NGB carries on business;

3.1.23 To 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;

3.1.24 To do all such other things as may be deemed incidental or conducive to the attainment of the NGB's objects or any of them.

AND so that:

- (1) 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 NGB;
- (2) 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 NGB 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) The word “company” in this Clause, except where used in reference to the NGB 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 NGB shall be applied solely towards the promotion of the objects set out in article 2. No portion of the income or property of the NGB shall be paid or transferred directly or indirectly by way of dividend, bonus or profit share to any Member.

4.2 Nothing in these Articles shall prevent any payment in good faith by the NGB of:

4.2.1 reasonable and proper remuneration to any member or officer, employee or servant of the NGB for any service rendered to the NGB 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 NGB;

4.2.2 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 NGB.

5. WINDING UP

If upon the winding up or dissolution of the NGB there remains after satisfaction of all its debts and liabilities any property whatsoever it shall not be paid to or distributed among the members but given or transferred to some other body having objects similar to the object of the NGB 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 NGB under or by virtue of these Articles such body or bodies to be determined by the Members at or before the time of dissolution and in the absence of such determination the said property shall be transferred and conveyed to the Welsh Sport Association to be used to further the development of sport in Wales.

6. GUARANTEE

6.1 The liability of each member is limited.

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

MEMBERSHIP: BECOMING AND CEASING TO BE A MEMBER

7. APPLICATIONS FOR MEMBERSHIP

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

7.1.1 the Board; or

7.1.2 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.

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

7.2.1 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

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

7.3 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. CONDITIONS OF MEMBERSHIP

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

8.2 The members shall pay an annual subscription fee set by the Board under article 7.3. Any member whose subscription fee is more than 28 days in arrears shall be deemed to have resigned his membership of the Company unless the Board decides otherwise.

8.3 Subject to article 10, 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 8.

9. SUSPENSION OF MEMBERSHIP

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.

10. TERMINATION OF MEMBERSHIP

10.1 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.

10.2 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 his resignation, or if at any time after receipt of the notice requesting him 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 his defence either verbally or in hard copy form, and he 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 his defence, vote for his

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, he shall thereupon cease to be a member and his name shall be erased from the Company's register of members.

10.3 A member may withdraw from membership of the Company by giving 14 clear days' notice to the Company in writing.

10.4 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.

10.5 Membership is not transferable.

10.6 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 his subscription.

DECISION MAKING BY MEMBERS

11. NOTICE OF GENERAL MEETINGS

11.1 The Board may, whenever it thinks fit, convene a general meeting of the Voting Members. General meetings shall also be convened on such requisition provided by section 303 of the Act.

11.2 A general meeting called for the purposes of appointing a person as director shall be called by at least 21 days' notice and any other general meeting shall be called by at least 14 days' clear notice unless a majority in number of the Voting Members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of the Voting Members.

11.3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all Voting Members and to the directors and if the Company has an auditor at the time the notice is dispatched, to any such auditor. The notice shall also be given to any such other organisation as specified, from time to time, by the directors.

11.4 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.

11.5 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.

12. PROCEEDINGS AT GENERAL MEETINGS

12.1 No business (other than the appointment of a Meeting Chairperson) shall be transacted at a general meeting unless a quorum is present when the meeting proceeds to business. The quorum shall be two Voting Members until such time as the aggregate number of Voting Members is 30 or more when the quorum shall be fifteen Voting Members.

12.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of the members, shall be dissolved. In any other case it shall stand adjourned to the same day the next week, at the same time and place, or at such other place as the Board may determine.

12.3 In determining attendance at a general meeting, it is immaterial whether any two or more Voting Members attending it are in the same place as each other.

12.4 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.

12.5 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.

12.6 The Board Chairperson shall preside at every general meeting, but if at any meeting the Chairperson shall not be present within fifteen minutes after the time appointed for the holding the same, or shall be unwilling to preside, or if all Eligible Directors present decline to take the chair, the Voting Members present shall choose one of their number to preside over the meeting.

12.7 The Meeting Chairperson may, with the consent of the any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting from which the adjournment took place. Subject to article 12.8 the Voting Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at any adjourned meeting.

12.8 Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting.

12.9 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by:

12.9.1 the Meeting Chairperson; or

12.9.2 at least two Voting Members present in person or by proxy; or

12.9.3 a Voting Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting,

and unless a poll be so demanded a declaration by the Meeting Chairperson 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 minute book of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn with the consent of the Meeting Chairperson.

12.10 If a poll be demanded in accordance with article 12.9 it shall be taken at such a time and place, and in such a manner, as the Meeting Chairperson shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

12.11 In the case of an equality of votes, whether on a show of hands or on a poll, the Meeting Chairperson shall be entitled to a casting vote.

12.12 The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

12.13 Subject to the provision of the Act, a resolution in writing signed by the Voting Members for the time being entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held provided that such written resolution has been proposed by at least 5 per cent of the Voting Members.

13. VOTES OF MEMBERS

13.1 Subject to the Act and these Articles, every Voting Member shall have one vote.

13.2 Members who have not paid the annual subscription fees or other sums (if any) due and payable to the Company in respect of his membership, shall not be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

13.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Meeting Chairperson whose decision shall be final and conclusive.

13.4 Votes may be given either personally or by proxy. A proxy need not be a member.

13.5 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing.

13.6 The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed or a notarial certified or office copy thereof shall be deposited at the registered office of the Company not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of execution.

13.7 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or the authority under which the proxy was executed, provided that no notice in writing of the death, insanity or revocation as aforesaid shall have been received at the registered office of the Company before the commencement of the meeting or adjourned meeting at which the proxy is used.

13.8 A form of instrument appointing a proxy may be issued with the notice of any general meeting or poll. If no such form of instrument is issued, it shall be in any form which is acceptable to the Board.

13.9 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

14. AMENDMENT TO RESOLUTIONS

14.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

14.1.1 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 Meeting Chairperson may determine), and

14.1.2 the proposed amendment does not, in the reasonable opinion of the Meeting Chairperson, materially alter the scope of the resolution.

14.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

14.2.1 the Meeting Chairperson proposes the amendment at the general meeting at which the resolution is to be proposed, and

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

14.3 If the Meeting Chairperson, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

BOARD OF DIRECTORS

15. NUMBER AND APPOINTMENT OF DIRECTORS

15.1 Until and unless otherwise determined by the Company by ordinary resolution, there shall be a maximum of ten members of the Board and the minimum number shall be six.

15.2 The Board Chairperson shall be appointed by a decision of the Board. All other 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 composed of the Board Chairman and (where available) two Eligible Directors.

15.3 The directors may invite representatives of other organisations (including, without limitation, representatives of Sport Wales) or individuals to join the Board as non-voting advisors.

15.4 Each director shall be appointed for a term of four years and shall, on the expiry of his term of office, be eligible for re-appointment to office provided that no director shall be entitled to undertake three consecutive terms in office.

16. POWERS OF THE BOARD OF DIRECTORS

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

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

16.3 The members for the time being of the Board may act notwithstanding any vacancy in their body; provided always that in case the members of the Board shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with the Articles, it shall be lawful for them to act as the Board for the purposes of admitting persons to membership of the Company, filling up

vacancies in their body, or summoning a general meeting, but not for any other purpose.

17. REMOVAL AND DISQUALIFICATION OF DIRECTORS

17.1 The office of a director shall be vacated if:

17.1.1 the Board vote in favour of the removal of the director;

17.1.2 the director becomes bankrupt or makes any arrangement or composition with creditors generally;

17.1.3 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

17.1.4 by notice in writing to the Company the director resigns the office; and/or

17.1.5 the director ceases to hold office by virtue of any provision of the Act or the director becomes prohibited by law from being a director of the Company.

18. DECISIONS OF THE DIRECTORS

18.1 A decision of the Board 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.

18.2 Such a 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.

18.3 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.

19. BOARD MEETINGS

19.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined and subject

to Article 15.3, the quorum for meetings of the Board shall be three Eligible Directors, or if greater, one-half of the Eligible Directors then holding office. Questions arising at any meeting shall be decided by a majority of votes of the Eligible Directors. In case of an equality of votes the Board Chairperson shall have a second or casting vote, provided the Board Chairperson is an Eligible Director for the purposes of that meeting (or part of a meeting).

19.2 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally. The Board may from time to time vote or take a business decision despite the meeting being inquorate. However any such vote or decision is subject to future ratification by the Board before it is effective.

19.3 The Board shall meet at least four times in each calendar year.

19.4 The Board Chairperson may, and at the request of a director at any time shall, summon a meeting of the Board by notice served upon the several members of the Board. A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

19.5 The Board Chairperson shall chair all meetings of the Board. If the Board Chairperson is absent or unwilling to take the chair then the deputy chairperson, if present, shall chair the meeting. If the deputy chairperson is absent or unwilling to take the chair, the Eligible Directors present shall choose one of their number to be chairperson of the meeting.

19.6 The Board may delegate any of their powers to committees consisting of such person or persons as they think fit, and any committee so formed shall in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulation meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. The Board may invite other participants to serve on these committees as it sees fit.

19.7 All acts in good faith done by any meeting of the Board or of any committee of the Board or by any person acting as a director, shall, notwithstanding it being afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they

or any of them were disqualified, be as valid as if every person had been duly appointed or had duly continued in office and was qualified to be a director.

19.8 The Board shall cause proper records to be kept of all written resolutions (and of the signature thereto). The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Company and of the Board and of committees of the Board, and all business transacted at such meetings. All such records (and signatures) and minutes shall be entered in books provided for the purpose. Any such record purporting to be signed by an Eligible Director shall be evidence of the proceedings and until the contrary is proved the requirements of the Act with respect to those proceedings shall be deemed to be complied with. Any such minutes of any meeting if purporting to be signed by the chairperson of such meeting or by the chairperson of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

20. DIRECTORS' CONFLICTS OF INTEREST

20.1 The Board may, in accordance with the requirements set out in this article 20, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching his duty to avoid conflicts of interest under section 175 of the Act.

20.2 Any authorisation under this article 20 shall be effective only if:

20.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

20.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

20.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

20.3 Any authorisation of a Conflict under this article 20 may (whether at the time of giving the authorisation or subsequently):

20.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

20.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

20.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

20.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

20.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, the Interested Director shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

20.3.6 permit the Interested Director to absent himself or herself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

20.4 Where the Board authorises a Conflict, the Interested Director shall be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

20.5 The Board may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

20.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company by ordinary resolution (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

20.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided the Interested Director has declared the nature and extent of any interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

20.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

20.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which the Interested Director is interested;

20.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which the Interested Director is interested;

20.7.4 may act by himself or herself or by a firm in a professional capacity for the Company (otherwise than as auditor) and the Interested Director or that firm shall be entitled to remuneration for professional services as if the Interested Director were not a director;

20.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

20.7.6 shall not, save as the Interested Director may otherwise agree, be accountable to the Company for any benefit which the Interested Director (or a person connected with the said director (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of the Interested Director's duty under section 176 of the Act.

21. ACCOUNTS

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

21.2 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.

21.3 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.

22. MEANS OF COMMUNICATION TO BE USED

22.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

22.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

22.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

22.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

22.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website. For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

22.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

23. RULES AND REGULATIONS

23.1 The Board may from time to time make 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:

23.1.1 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;

23.1.2 The conduct of members in relation to one another, and to the Company's officers;

23.1.3 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;

23.1.4 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;

23.1.5 The appointment of panels and their procedures covering matters including but limited to discipline, anti-doping, appeals against decisions or selection and child and vulnerable adult protection;

23.1.6 The procedures for the appointment of gymnasts' representatives;

23.1.7 The conditions upon which area associations and clubs may become affiliated to the Company; and

23.1.8 Generally, all such matters as are commonly the subject matter of Company rules.

23.2 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.

24. INDEMNITY AND INSURANCE

24.1 Subject to article 24.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

24.1.1 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 his or her 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 his or her office or in relation thereto;

24.1.2 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 24.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

24.2 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.

24.3 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.