

Company No. 03686940

THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY GUARANTEE

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ARTICLES OF ASSOCIATION

of

UK ATHLETICS LIMITED

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Adopted by a Special Resolution dated

2017

FARRER&Co

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**Part 1**  
**NAME, OBJECTS, POWERS AND LIMITATION OF LIABILITY**

**1. Name**

- 1.1 The name of the Company is UK Athletics Limited.
- 1.2 The registered office of the Company is to be in England.

**2. Objects**

The objects for which the Company is established (**Objects**) are to:

- 2.1 act as the nationally and internationally recognised Governing Body for Athletics in the United Kingdom;
- 2.2 act as the representative member for the United Kingdom in international affairs and to affiliate to, and carry out functions delegated to it by, the IAAF and other relevant bodies;
- 2.3 co-ordinate and support the United Kingdom and international affairs of Athletics according to the provisions of these Articles (and Regulations made thereunder) for the benefit of its Affiliated Clubs, Associate Members, athletes and Athletics as a whole;
- 2.4 develop a broad strategy for performance, development and competition throughout the United Kingdom by means in particular of a consultative annual planning process for implementation and delivery by the Home Country Athletics Federations;
- 2.5 develop programmes for Athletics throughout the United Kingdom in accordance with policies developed by the Company;
- 2.6 establish and be responsible for the maintenance of:
  - 2.6.1 common rules for competition (the enforcement of which shall be by the Home Country Athletics Federations); and
  - 2.6.2 an anti-doping policy (the enforcement of which shall be by the Company);
- 2.7 secure, as far as practicable, a uniform policy in all matters affecting the administration and development of Athletics in the United Kingdom and to that end to co-operate with and enter into agreements with the Home Country Athletics Federations to set out the respective roles and functions of the Company and the Home Country Athletics Federations;
- 2.8 monitor the performance of those bodies involved in the implementation and delivery of programmes and strategies developed by the Company;
- 2.9 develop, lead and assist in commercial, marketing and public relations policies and activities for Athletics in the United Kingdom;
- 2.10 develop and nurture relationships between the Company and UK Sport, the Home Country Sports Councils, the BOA, the BPA, the EAA, the IAAF, the IPC and any relevant government departments;

- 2.11 co-ordinate fixtures and award permits across the United Kingdom;
- 2.12 oversee the selection of and co-ordination of officials for Athletics' events in the United Kingdom;
- 2.13 select and co-ordinate teams to represent Great Britain and Northern Ireland at international Athletics events;
- 2.14 act (if the Board so decides) as the final arbiter in relation to disputes referred to the Company by the Home Country Athletics Federations;
- 2.15 undertake and execute charitable trusts; and
- 2.16 do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of the Objects set out in this Article 2.

### **3. Powers**

- 3.1 The Company shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects (**Powers**).
- 3.2 The income and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of distribution, bonus or otherwise by way of profit to the Members.
- 3.3 Nothing in Article 3.2 shall prevent the payment in good faith by the Company:
  - 3.3.1 of reasonable and proper remuneration to any Member (excluding any Member who is also a director) for any services rendered to the Company;
  - 3.3.2 of reasonable and proper remuneration to any director for their services to the Company as a director in accordance with Article 20;
  - 3.3.3 to any Member or director who is engaged by the Company in a professional capacity, of all reasonable professional and other charges for work done by their firm or company when instructed by the Board to act in that capacity on behalf of the Company, provided that:
    - (a) such Member or director shall be absent during the relevant discussion from all meetings at which the employment and remuneration of such firm or company are discussed;
    - (b) such Member or director shall not vote on any resolution relating to the employment or remuneration of such firm or company; and
    - (c) the Board is satisfied that the engagement of such firm or company is both necessary and expedient in the interests of the Company;
  - 3.3.4 to any Member, director or Board committee member of reasonable and proper out-of-pocket expenses incurred in the exercise of their powers and the discharge of their responsibilities in relation to the Company and

in accordance with the Company's expenses policy as amended from time to time;

- 3.3.5 to the President of such payment as the Board thinks fit and at such time as it decides as a token of the Board's appreciation of the services provided by the President;
- 3.3.6 of interest on money lent by a Member or director at a commercial rate of interest;
- 3.3.7 of reasonable and proper rent for premises demised or let by any Member or director; or
- 3.3.8 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Board (or any of its members) in relation to the Company, provided that such insurance shall not extend to indemnification against liability for willful or criminal wrongdoing or default.

#### **4. Liability of Members**

- 4.1 Save as set out in Articles 4.2 and 4.3 and as otherwise provided in these Articles and any Regulations, the Members do not have any liability to the Company.
- 4.2 The liability of each UKMC Member is limited to £1, being the amount that each UKMC Member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a UKMC Member or within one year after he or she ceases to be a UKMC Member, for any of the items set out in Article 4.3.
- 4.3 The items for which the UKMC Members undertake to contribute are:
  - 4.3.1 payment of the debts and liabilities of the Company contracted before he or she ceases to be a UKMC Member;
  - 4.3.2 payment of the cost, charges and expenses of winding up; and
  - 4.3.3 the adjustment of the rights of the contributories among themselves.

### **Part 2 DIRECTORS AND OTHER OFFICE HOLDERS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **5. Directors' General Authority**

- 5.1 Subject to the Act, these Articles and any Regulations made pursuant to them, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the Powers of the Company.
- 5.2 No valid act carried out by the Board shall be invalidated by a subsequent resolution passed by the Company at a Member Meeting.

#### **6. Directors May Delegate**

- 6.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:

- 6.1.1 to such person, committee or geographic region;
  - 6.1.2 by such means (including by power of attorney);
  - 6.1.3 to such an extent;
  - 6.1.4 in relation to such matters or geographic regions; and
  - 6.1.5 on such terms and conditions,
- as it thinks fit.

6.2 All acts and proceedings delegated under Article 6.1 shall be reported to the Board in due course.

6.3 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

6.4 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

## **7. Committees of the Board**

7.1 The Company may have an Athletics Appointments Panel, an Audit Committee, a Human Resources Remuneration Committee, a Performance Oversight Committee and such other committees as the Board thinks fit.

7.2 Committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on the provisions of these Articles which govern the taking of decisions by the Board.

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

7.4 The quorum for meetings of any committee shall be two or such greater number as the Board may determine.

7.5 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.

## **DECISION-MAKING BY DIRECTORS**

### **8. Directors to Take Decisions Collectively**

Any decision of the Board must be either a majority decision or a decision taken in accordance with Article 9.

### **9. Unanimous Decisions**

9.1 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.

9.2 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.

9.3 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.

## **10. Calling a Meeting of the Board**

10.1 Subject to these Articles, the Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit provided that at least six such meetings shall be held in each year.

10.2 Any director may call a meeting of the Board by giving notice of the meeting to the directors or by directing the Company Secretary to give such notice.

10.3 Notice of any meeting of the Board must indicate:

10.3.1 its proposed date and time;

10.3.2 where it is to take place; and

10.3.3 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.

10.4 Notice of a meeting of the Board must be given to each director, but need not be in writing.

## **11. Participation in Meetings of the Board**

11.1 Subject to these Articles, directors participate in a meeting of the Board, or part of a meeting of the Board, when:

11.1.1 the meeting has been called and takes place in accordance with these Articles; and

11.1.2 they can each communicate to the others by any method (virtual or otherwise) any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other.

11.3 If all the directors participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting is.

11.4 The Board may invite one or more observers, including one of the President, Vice-President or other UKMC Member, to attend and speak at Board meetings. Observers shall not vote or count towards the quorum at any Board meeting.

## **12. Composition of the Board and Quorum**

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

12.2 Subject to Article 12.3, the quorum for the transaction of business at a meeting of directors is any four Eligible Directors.



12.3 The Board may act notwithstanding any vacancy in its body, provided that if the total number of directors in office for the time being is less than the quorum required, it shall be lawful for them to act as the Board for the purpose of filling a casual vacancy arising among the directors in accordance with Article 26 but not for any other purpose.

### **13. Chairing of Meetings of the Board**

13.1 The Chair shall chair meetings of the Board. The Chair shall preside at all meetings of the Board at which he or she shall be present.

13.2 If at any meeting the Chair is not present within 15 minutes after the time appointed for holding the meeting or is not willing or able to preside, the directors present shall choose one of their number to be chair of the meeting. The person so appointed for the time being is known as **the chair of the meeting**.

### **14. Casting Vote**

14.1 Voting on any issue at a meeting of the Board shall be on a show of hands and each member of the Board shall be entitled to one vote.

14.2 If the numbers of votes for and against a proposal at a meeting of the Board are equal, the chair of the meeting has a casting vote.

14.3 Article 14.2 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chair of the meeting is not an Eligible Director for the purposes of that meeting (or part of a meeting).

### **15. Directors' Conflicts of Interest**

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

15.2 Any authorisation under this Article 15 shall be effective only if:

15.2.1 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;

15.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and

15.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

15.3 Any authorisation of a Conflict under this Article 15 may (whether at the time of giving the authorisation or subsequently):

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

- 15.3.2 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;
  - 15.3.3 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;
  - 15.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 15.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, such 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
  - 15.3.6 permit the Interested Director to absent himself 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.
- 15.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 15.5 The directors 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.
- 15.6 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 such director 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 in a General Meeting (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.
- 15.7 Subject to Article 15.8 and sections 177(5), 177(6), 182(5) and 182(6) of the Act, and provided such director has declared the nature and extent of their 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:
- 15.7.1 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;
  - 15.7.2 may act by themselves or their firm or company in a professional capacity for the Company (otherwise than as auditor) and such director or their firm or company shall be entitled to remuneration for professional services as if he or she were not a director; and

- 15.7.3 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.
- 15.8 Notwithstanding Article 15.7, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 15.8.1 shall not 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 he or she is interested;
- 15.8.2 shall not be entitled to form part of the quorum or 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 he or she is interested; and
- 15.8.3 shall not, save as he or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him (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 their duty under section 176 of the Act.
- 15.9 Subject to Article 15.10, if a question arises at a meeting of the Board or of a committee of the Board as to the right of a director to 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 of the meeting whose ruling in relation to any director other than himself is to be final and conclusive.
- 15.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair of the meeting, the question is to be decided by the Senior Independent Director.

## **16. Records of Decisions**

- 16.1 The Board must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every appointment by the Board and of every unanimous or majority decision taken by the Board (and all committees) and by the Company in General Meetings.
- 16.2 Any such records, if purporting to be signed by the chair of the meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

## **17. Directors' Discretion to Make Regulations**

- 17.1 The Board (or any committee to whom it delegates its powers) shall have the power to make, vary and revoke Regulations for the better administration of the Company including (without limitation):

- 17.1.1 regulations for the nomination and appointment (by the Board) of the Chair in accordance with Article 21;
  - 17.1.2 regulations for the nomination and appointment (by the Board) of the Chief Executive Officer in accordance with Article 22;
  - 17.1.3 regulations for the nomination and appointment (by the Board) of the Board Appointed Directors in accordance with Article 23;
  - 17.1.4 UKMC Election Regulations;
  - 17.1.5 a code of Conduct for the UKMC;
  - 17.1.6 terms of reference as to the function, role and operation of any committees established in accordance with Article 7 to assist the Board in the better administration of the Company;
  - 17.1.7 Competition Rules;
  - 17.1.8 regulations for the selection of competitors to represent Great Britain and Northern Ireland in international matches and competitions and the management of any team of competitors so selected;
  - 17.1.9 regulations to combat doping in Athletics and to ensure compliance with national and international rules relating to doping control;
  - 17.1.10 regulations for the promotion and organisation of championships and selection trials;
  - 17.1.11 mechanisms for co-ordinating the arrangement of and the date of fixtures of Athletics competitions;
  - 17.1.12 mechanisms for co-ordinating the commercial activities of the sport of Athletics and any televising or broadcasting of Athletics competitions;
  - 17.1.13 observer policies;
  - 17.1.14 safeguarding policies;
  - 17.1.15 equality policies;
  - 17.1.16 disciplinary policies; and
  - 17.1.17 such other regulations or policies as the Board thinks fit.
- 17.2 Regulations made under Article 17.1 must be compliant with the Act and these Articles in order to be valid.

## **APPOINTMENT OF DIRECTORS**

### **18. Composition of the Board**

- 18.1 Unless otherwise determined by ordinary resolution, the number of directors shall be not less than four and not more than ten.
- 18.2 The members of the Board shall be:

- 18.2.1 the Chair;
  - 18.2.2 the Chief Executive Officer; and
  - 18.2.3 up to eight Board Appointed Directors.
- 18.3 Notwithstanding any other provisions of these Articles:
- 18.3.1 at least 25% in number of the Board shall be Independent Non-Executive Directors;
  - 18.3.2 the recruitment of members of the Board shall be made by open advertisement and competency based selection; and
  - 18.3.3 the Company shall recruit members of the Board with appropriate diversity, independence, skills, experience and knowledge to take effective decisions that will further the Company's Objects and in carrying out such recruitment the Company shall, for the avoidance of doubt, target a minimum of 30% of each gender on the Board.
- 18.4 All acts carried out in good faith at any meeting of the Board or of any committee of the Board, 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.
- 18.5 Each member of the Board must be at least 18 years of age, but membership of the Board shall not be subject to a maximum age limit.
- 18.6 The Board shall from time to time appoint a Board Appointed Director (who must be an Independent Non-Executive Director) to be the Senior Independent Director and may from time to time remove such person.

## **19. Termination of Director's Appointment**

- 19.1 Without prejudice to any other provision of these Articles, a person shall cease to be a director of the Company as soon as:
- 19.1.1 a bankruptcy order is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts; or
  - 19.1.2 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; or
  - 19.1.3 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; or
  - 19.1.4 that person ceases to be a member of the Board by virtue of any provisions of the Act or is prohibited by law from being a director; or

- 19.1.5 that person is removed from office pursuant to section 168 of the Act by a resolution duly passed by the UKMC Members at a General Meeting in their capacity as members of the Company for the purposes of the Act; or
  - 19.1.6 that person shall have been absent for more than three consecutive Board meetings without permission of the Board; or
  - 19.1.7 at least 75% of the other members of the Board (meaning, for the avoidance of doubt, the members of the Board other than the director whose office is in question) acting together resolve that such person's office be vacated; or
  - 19.1.8 the period for which such person was appointed has ended and he or she has not been re-appointed.
- 19.2 A person serving as Chair, Chief Executive Officer or Board Appointed Director who is removed from office as a director for whatever reason shall be deemed to have resigned from their position as Chair, Chief Executive Officer or Board Appointed Director (as appropriate) and the vacancy shall be filled in accordance with these Articles.

## **20. Directors' Remuneration**

- 20.1 Subject to the provisions of the Act, and to Article 20.2 below, the Board may enter into an agreement or arrangement with any director:
- 20.1.1 for his or her services to the Company as a director; and
  - 20.1.2 for his or her employment by the Company or for the provision by such director of benefits or any services outside the scope of the ordinary duties of a director.
- 20.2 Subject to these Articles, a director's remuneration for his or her services to the Company as a director may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director provided that such remuneration:
- 20.2.1 is fixed having regard to the current remuneration of directors in comparable posts;
  - 20.2.2 does not exceed the general market rate for directors providing comparable services; and
  - 20.2.3 is not to any extent determined by or conditional upon the profits or losses derived from some or all of the activities of the Company or by reference to the level of the Company's gross income from some or all of its activities.
- 20.3 Unless the Board decides otherwise, directors' remuneration accrues from day to day.
- 20.4 Unless the Board decides otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees

of the Company's subsidiaries (if any) or of any other body corporate in which the Company is interested (if any).

20.5 No director shall take any loan from the Company.

## **21. Chair**

21.1 Subject to Article 18 and the provisions of the Act, the Board shall on the recommendation of the Athletics Appointments Panel appoint, and may remove, any person to be Chair and may delegate to him such of its powers as it thinks desirable to be executed by him.

21.2 A Chair appointed in accordance with Article 21.1 shall hold office as a member of the Board until the fourth anniversary of the date of his or her appointment or until (if earlier) he or she ceases to be a director pursuant to Article 19. Subject to Article 24, a Chair who ceases to hold office at the end of their period of appointment may be re-appointed in accordance with Article 21.1 for a maximum of one further consecutive four-year term of office.

## **22. Chief Executive Officer**

22.1 Subject to Article 18 and the provisions of the Act but notwithstanding the other provisions of these Articles, the Board shall on the recommendation of the Athletics Appointments Panel appoint the Chief Executive Officer for such term, at such remuneration and upon such conditions as it may think fit and any Chief Executive Officer so appointed may be removed by it.

22.2 The Chief Executive Officer shall be a director by virtue of their office until such time as they cease to be Chief Executive Officer or until (if earlier) they cease to be a director pursuant to Article 19.

## **23. Board Appointed Directors**

23.1 Subject to Article 18 and the provisions of the Act, the Board may from time to time on the recommendation of the Athletics Appointments Panel appoint any person to be a Board Appointed Director.

23.2 Subject to Article 23.3, a Board Appointed Director appointed pursuant to Article 23.1 shall hold office as a member of the Board until the fourth anniversary of the date of their appointment or until (if earlier) they cease to be a director pursuant to Article 19. Subject to Article 24, a Board Appointed Director who ceases to hold office at the end of their period of appointment may be re-appointed in accordance with Article 23.1 for a maximum of one further consecutive four-year term of office.

23.3 Any Board Appointed Director who is appointed in an Ex Officio capacity shall be a director by virtue of their office until such time as they cease to hold the relevant office or until (if earlier) they cease to be a director pursuant to Article 19.

## **24. Directors' Terms of Office**

24.1 Subject to Article 24.2, a Chair or Board Appointed Director (other than a Board Appointed Director who is appointed in an Ex Officio capacity) shall not serve more than two consecutive four-year terms of office on the Board.

24.2 In exceptional circumstances (such as their appointment as Chair or to a senior position within an international federation) and with the prior approval of the Board, the eight year maximum aggregate term of office of a Chair or Board Appointed Director under these Articles may be extended by up to a further four years. In other, more routine circumstances (such as to facilitate succession planning) and with the prior approval of the Board, the eight year maximum aggregate term of office of a Chair or Board Appointed Director under these Articles may be extended by up to a further one year.

24.3 A director who ceases to be a member of the Board having completed their maximum term of office or having been removed in accordance with Article 19.1.7 shall not be eligible for re-appointment or re-election to the Board in any capacity for a period of at least four consecutive years.

## 25. **Company Secretary**

The Board may appoint any person who is willing to act as the Company Secretary for such term, at such remuneration and upon such conditions as it may think fit and any Company Secretary so appointed may be removed by it.

## 26. **Casual Vacancies**

A casual vacancy arising among the offices of Chair, Chief Executive Officer or Board Appointed Director shall be filled by the Board provided always that the person appointed to fill the vacancy shall hold office until such time as the person he or she replaced was due to retire but shall be eligible for re-appointment in accordance with these Articles.

# Part 3 MEMBERS

## BECOMING AND CEASING TO BE A MEMBER

### 27. **Applications for Membership**

27.1 The UKMC Members, the Affiliated Clubs and the Associate Members shall be the Members of the Company.

27.2 **UKMC Members:** Such persons as are admitted to membership of the UKMC in accordance with these Articles and the UKMC Election Regulations shall be the UKMC Members. UKMC Members shall also be the members of the Company for the purposes of the Act. UKMC Members, other than any IAAF Member and any IPC Member, shall be entitled to receive notice of, attend and vote at Member Meetings. Any IAAF Member and any IPC Member shall be entitled to receive notice of and attend but not vote at Member Meetings. If any person ceases to be a member of the UKMC they shall be deemed to have resigned their membership of the Company as a UKMC Member.

27.3 **Affiliated Clubs:** The athletics clubs affiliated from time to time to a Home Country Athletics Federation and such other athletics clubs as the Board shall admit from time to time in accordance with these Articles shall be the Affiliated Clubs. Affiliated Clubs shall not be members of the Company for the purposes of the Act and shall not be entitled to receive notice of, attend and vote at Member Meetings.



27.4 **Associate Members:** The Board may admit such persons and organisations not being UKMC Members or Affiliated Clubs as Associate Members in accordance with these Articles. Associate Members shall not be members of the Company for the purposes of the Act and shall not be entitled to receive notice of, attend and vote at Member Meetings. Associate Members shall have such rights, privileges and obligations as the Board shall from time to time prescribe.

27.5 No person or organisation shall become a UKMC Member, Affiliated Club or an Associate Member unless that person or organisation has executed and delivered to the Company an application for membership in such form as the Board requires.

## **28. Conditions of Membership**

28.1 All Members shall be bound by and subject to these Articles and the Regulations.

28.2 No Affiliated Club or Associate Member shall be entitled to exercise any of its membership rights or privileges unless such Affiliated Club or Associate Member has been duly registered and has paid every registration fee, membership fee or other sum (if any) due and payable to the Company in respect of its membership.

## **29. Suspension of Membership of Affiliated Clubs and Associate Members**

The Board (or any committee to whom it delegates this power) shall have the power to suspend an Affiliated Club and/or an Associate Member.

## **30. Termination of Membership of Affiliated Clubs and Associate Members**

30.1 The Board (or any committee to whom it delegates this power) may terminate the membership of any Affiliated Club or Associate Member without its consent by giving it written notice if, in the reasonable opinion of the Board (or any committee to whom it delegates this power):

30.1.1 the Affiliated Club or Associate Member is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or

30.1.2 the Affiliated Club or Associate Member has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

30.1.3 the Affiliated Club or Associate Member has failed to observe the terms of these Articles and where applicable the Regulations; or

30.1.4 it is in the Company's best interests to do so.

30.2 The written notice to the Affiliated Club or Associate Member must give the Affiliated Club or Associate Member the opportunity to be heard in writing or in person as to why its membership should not be terminated. The Board (or any committee to whom it delegates this power) must consider any representations made by the Affiliated Club or Associate Member and inform the Affiliated Club or Associate Member of its decision following such consideration. There shall be no right to appeal from a decision of the Board to terminate the membership of an Affiliated Club or Associate Member.

- 30.3 If an Affiliated Club ceases to be affiliated to a Home Country Athletics Federation that Affiliated Club shall (unless the Board otherwise decides) be deemed to have immediately resigned its membership of the Company.
- 30.4 An Affiliated Club or Associate Member may withdraw from membership of the Company by giving seven clear days' notice to the Company in writing.
- 30.5 Membership terminates automatically when that person dies or that organisation ceases to exist.
- 30.6 Membership is not transferable.
- 30.7 Termination of a Member's membership shall not affect any liability of such member arising prior to the date of termination.
- 30.8 Any person ceasing to be a Member immediately 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 that Member's registration or membership fee.

### **UK MEMBERS COUNCIL**

#### **31. Composition of the UKMC**

- 31.1 The UKMC shall be composed of the following persons:
  - 31.1.1 the President;
  - 31.1.2 the Vice-President;
  - 31.1.3 the Home Country Athletics Federations, who shall each appoint a representative to attend Member Meetings on their behalf;
  - 31.1.4 three persons elected by the Affiliated Clubs in accordance with the UKMC Election Regulations;
  - 31.1.5 one person elected by road runners in accordance with the UKMC Election Regulations;
  - 31.1.6 one person elected by senior coaches in accordance with the UKMC Election Regulations;
  - 31.1.7 one person elected by senior officials in accordance with the UKMC Election Regulations;
  - 31.1.8 the person serving as chair of the Athletes Commission from time to time;
  - 31.1.9 any person from the United Kingdom serving as an IAAF Council Member from time to time and who elects to be a UKMC Member in accordance with Article 34.1 (an **IAAF Member**); and
  - 31.1.10 any person from the United Kingdom serving as a committee member on the IPC Athletics Technical Committee from time to time and who elects to be a UKMC Member in accordance with Article 34.2 (an **IPC Member**).

## **32. President**

- 32.1 The UKMC Members shall on the recommendation of the Athletics Appointments Panel and in accordance with the UKMC Election Regulations appoint, and may remove, any person to be President and may delegate to him such of its powers as it thinks desirable to be executed by him.
- 32.2 Any President appointed in accordance with Article 32.1 shall hold office until the fourth anniversary of the date of their appointment or until (if earlier) they cease to be a UKMC Member pursuant to Article 38. Subject to Article 36, a President who ceases to hold office at the end of their period of appointment may be re-appointed in accordance with Article 32.1 for a maximum of one further consecutive four-year term of office.
- 32.3 In the event of a casual vacancy in the position of President, the Vice-President shall act as President until such time as the President who was replaced was due to retire, but shall be eligible for re-appointment in accordance with these Articles. If the position of Vice-President is vacant at the time of a casual vacancy in the position of President, the remaining UKMC Members shall be entitled to co-opt a person or persons (as the case may be) to act as President and such person(s) shall hold office until such time as the person who was replaced was due to retire and shall be eligible for re-appointment in accordance with these Articles.

## **33. Vice-President**

- 33.1 The UKMC Members shall on the recommendation of the Athletics Appointments Panel and in accordance with the UKMC Election Regulations appoint, and may remove, any person to be Vice-President and may delegate to him such of its powers as it thinks desirable to be executed by him.
- 33.2 Any Vice-President appointed in accordance with Article 33.1 shall hold office until the fourth anniversary of the date of their appointment or until (if earlier) they cease to be a UKMC Member pursuant to Article 38. Subject to Article 36, a Vice-President who ceases to hold office at the end of their period of appointment may be re-appointed in accordance with Article 33.1 for a maximum of one further consecutive four-year term of office.
- 33.3 In the event of a casual vacancy in the position of Vice-President (including such person acting as President), and/or the UKMC Members appointed under Articles 31.1.4 to 31.1.8 inclusive, the remaining UKMC Members shall be entitled to co-opt a person or persons (as the case may be) to act as Vice-President and/or a UKMC Member and such person(s) shall hold office until such time as the person who was replaced was due to retire and shall be eligible for re-appointment in accordance with these Articles.

## **34. IAAF Council and IPC Athletics Technical Committee**

- 34.1 Any member of the IAAF Council from the United Kingdom from time to time shall be entitled to be a UKMC Member by virtue of their office and accordingly shall notify the President if they elect to be a UKMC Member.
- 34.2 Any member of the IPC Athletics Technical Committee from the United Kingdom from time to time shall be entitled to be a UKMC Member by virtue of their office and accordingly shall notify the President if they elect to be a UKMC Member.

## **35. UKMC Elections**

- 35.1 UKMC Members shall be elected before the UKMC Meeting of the Company at which a vacancy is due to arise and in accordance with the UKMC Election Regulations.
- 35.2 Affiliated Clubs may vote in relation to the election of UKMC Members in accordance with the UKMC Election Regulations. Such votes must be cast in advance of the UKMC Meeting before which the UKMC Members are to be elected in accordance with the UKMC Election Regulations.
- 35.3 The Athletics Appointments Panel shall set criteria and qualifications from time to time which may be used as guidance for election to the UKMC.

## **36. UKMC Terms of Office**

- 36.1 Subject to Article 36.2, a UKMC Member shall not serve more than two consecutive four-year terms of office.
- 36.2 In routine circumstances (such as to facilitate succession planning) and with the prior approval of the UKMC, the eight year maximum aggregate term of office of a UKMC Member under these Articles may be extended by up to a further one year.
- 36.3 A UKMC Member who ceases to be a UKMC Member having completed their maximum term of office or who ceases to be a UKMC Member in accordance with Article 38.1.5 shall not be eligible for re-election to the UKMC in any capacity for a period of at least four consecutive years.
- 36.4 Subject to the other provisions of this Article 36, if at any meeting at which the results of an election or appointment of a UKMC Member ought to be announced, the places of retiring members of the UKMC are not filled up, the retiring members, or such of them as have not had their places filled up, are eligible for re-appointment and are willing to act, shall be deemed to have been re-appointed.

## **37. Conflicts of Interest**

- 37.1 Unless the other UKMC Members shall otherwise decide, no person shall be eligible:
  - 37.1.1 for appointment as President or Vice-President or to continue to be President or Vice-President if that person holds any office or is a paid full-time employee within any Home Country Athletics Federation; or
  - 37.1.2 for appointment as President or Vice-President or election as any other UKMC Member if they have any actual or potential financial conflict of interest in Athletics,

in each case if they do not, on their appointment to the UKMC, resign such office or cease to have such actual or potential financial conflict of interest (as the case may be).

- 37.2 A UKMC Member or a person wishing to be proposed for appointment as a UKMC Member must declare to the other UKMC Members any actual or potential financial conflict of interest they have in Athletics and the other UKMC Members may subsequently authorise any such financial conflict. Any authorisation of a conflict

under this Article 37.2 may (whether at the time of giving the authorisation or subsequently) impose upon the conflicted UKMC Member any terms for the purposes of dealing with the conflict as the other UKMC Members think fit. If the conflict is not authorised by the other UKMC Members, the conflicted UKMC Member shall immediately resign their membership of the UKMC (or, in the case of a proposed UKMC Member, shall not be eligible for appointment).

37.3 If there is any dispute as to whether or not an actual or proposed UKMC Member has an actual or potential financial conflict of interest either on such person's nomination or at any time subsequently, the decision of the current UKMC Members (excluding any person whose actual or potential financial conflict of interest is under consideration) shall be final and binding.

### **38. Termination of Membership of the UKMC**

38.1 Without prejudice to any other provisions of these Articles, a person shall cease to be a UKMC Member as soon as:

38.1.1 a bankruptcy order is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts; or

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

38.1.3 notification is received by the Company from the UKMC Member that the UKMC Member is resigning from office, and such resignation has taken effect in accordance with its terms; or

38.1.4 that person shall have been absent for more than three consecutive Member Meetings without permission of the other UKMC Members; or

38.1.5 in the case of a UKMC Member appointed under Articles 31.1.1, 31.1.2 and 31.1.4 to 31.1.10 inclusive, such person is requested to resign by at least 75% of the other UKMC Members (meaning, for the avoidance of doubt, the UKMC Members other than the person whose office is in question) acting together; or

38.1.6 the period for which such person was appointed or elected has ended and he or she has not been re-appointed or re-elected.

38.2 A person representing a Home Country Athletics Federation pursuant to Article 31.1.3 shall immediately be deemed to have resigned as that Home Country Athletics Federation's representative if such person is requested to resign by at least 75% of the other UKMC Members (meaning, for the avoidance of doubt, the UKMC Members other than the Home Country Athletics Federation in question) acting together, provided that the Home Country Athletics Federation concerned may appoint a representative in his or her place.

38.3 Following such termination, the UKMC Member shall be removed from the register of members by the Company Secretary.

### **39. Powers of the UKMC Members**

39.1 Notwithstanding the power of the Board to manage the business of the Company in accordance with Article 5, the UKMC Members shall have the following powers in their capacity as the UKMC (as opposed to members of the Company for the purposes of the Act):

39.1.1 to approve changes proposed by the Board to the composition of the UKMC subject to compliance with the Act;

39.1.2 to manage the appointment, re-appointment or removal of UKMC Members including the President, Vice President and all other positions except those appointed by the Home Country Athletics Federations;

39.1.3 to appoint one person to be a member of the Athletics Appointments Panel from time to time;

39.1.4 to receive details of the appointment and removal of members of the Board in accordance with these Articles;

39.1.5 to receive details of the remuneration of members of the Board;

39.1.6 to receive details of each annual budget of the Company, including supporting financial summaries, approved by the Board;

39.1.7 to receive presentations from members of the Board and the Company's executive on the activities of the Company;

39.1.8 to debate any significant issues relating to Athletics;

39.1.9 to call a UKMC Meeting in accordance with Article 41.2;

39.1.10 to put resolutions to a UKMC Meeting;

39.1.11 to be consulted on the development of the Company's strategy and any major strategic decisions which affect Athletics;

39.1.12 to act as a 'sounding board' for the Board and provide advisory opinions as and when appropriate; and

39.1.13 to act as an ambassador to disseminate the Company's strategic vision, helping to ensure that all stakeholders understand and support a shared vision for the development of Athletics and the Company; and

39.1.14 to proactively encourage diversity both on the UKMC and within the wider Athletics community.

39.2 Notwithstanding the power of the Board to manage the business of the Company in accordance with Article 5, the UKMC Members shall have the following powers in their capacity as members of the Company for the purposes of the Act:

39.2.1 to amend the Articles at any time, or to approve amendments to the Articles proposed by the Board, by special resolution passed at a duly convened General Meeting of the Company or by way of written resolution in accordance with these Articles and the Act;

- 39.2.2 to call a General Meeting in accordance with Article 41.2 and the Act;
- 39.2.3 to put resolutions to a General Meeting;
- 39.2.4 to receive the annual financial statements and reports of the activities of the Company from the Board; and
- 39.2.5 to appoint the Auditors and fix their remuneration.

#### **40. Committees of the UKMC**

- 40.1 The UKMC may delegate any of its powers to any committee of the UKMC consisting of such of their number and/or such other persons as they think fit.
- 40.2 Any committee formed pursuant to Article 40.1 shall, in the exercise of the powers delegated to it, conform to any regulations imposed on it by the UKMC and the resolution making the delegation shall specify the financial limit within which any committee shall function.
- 40.3 The meetings and proceedings of any committee of the UKMC shall be governed by the provisions of these Articles for regulating Member Meetings so far as applicable and so far as the same shall not be superseded by any terms of reference made by the UKMC.
- 40.4 All acts and proceedings of such committees of the UKMC shall be reported in due course to the UKMC.
- 40.5 All acts carried out in good faith at any Member Meeting or any committee of it shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any UKMC Member, be as valid as if every such person had been duly appointed or had duly continued in office.

### **ORGANISATION OF MEMBER MEETINGS**

#### **41. Notice of and Calling Member Meetings**

- 41.1 Member Meetings shall be called on at least 14 clear days' written notice and may be called by shorter notice if it is so agreed by a majority in number having the right to attend and vote at a Member Meeting, being a majority together holding not less than 90% of the voting rights. The notice shall specify the place, the day and the hour of the Member Meeting and whether the Member Meeting shall constitute a General Meeting or a UKMC Meeting. In the case of special business, the general nature of that business shall be given to the UKMC Members and the Auditors.
- 41.2 A Member Meeting may be called at any time by the Board or by the Company Secretary (if any) acting on behalf of the Board or may be called on a written request to the Board from one UKMC Member.
- 41.3 On receipt of a written request made pursuant to Article 41.2, the Board or the Company Secretary (if any) must call a Member Meeting to be held not more than 28 days after the date of receipt of the written request.
- 41.4 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 proceeding at any Member Meeting.

- 41.5 At least four UKMC Meetings and one General Meeting (the Annual General Meeting) shall be held each year for the purpose of receiving from the Chair, or the Chair's delegate, up-to-date financial statements and a report of the activities of the Company since the previous Member Meeting at which such financial statements and activities were discussed.
- 41.6 The Chair and Chief Executive Officer shall be invited to attend all Member Meetings. The Chair and Chief Executive Officer shall attend all Member Meetings unless the prior approval of the UKMC to their not attending has been obtained. The UKMC may at any time require the Chair and/or the Chief Executive Officer not to attend all or any part of a Member Meeting.
- 41.7 All business transacted at a Member Meeting (other than the Annual General Meeting), and all that is transacted at an Annual General Meeting with the exception of those items listed at Articles 42.2.1 to 42.2.3, shall be deemed special business.
- 41.8 The UKMC shall cause proper minutes to be made of all appointments of the UKMC and of the proceedings of the Member Meetings and meetings of any committees, and all business transacted at such meetings, and any such minutes of any meeting, if signed by the chair of such meeting, or by the chair of the next meeting, shall be sufficient evidence without any further proof of the facts stated in those minutes.

## **42. Annual General Meetings**

- 42.1 The Company shall hold a General Meeting in every calendar year as its Annual General Meeting in addition to any other General Meetings in that year and shall specify the meeting as such in the notices calling it. The Annual General Meeting in each year shall be held at such time and place as may be determined by the Board.
- 42.2 The Annual General Meeting shall be held for the following purposes:
- 42.2.1 to receive from the Board the Company's annual report and financial statements;
  - 42.2.2 to receive from the Board a report of the activities of the Company since the previous Annual General Meeting;
  - 42.2.3 to appoint the Auditors and fix their remuneration; and
  - 42.2.4 to transact such other business as may be brought before it.

## **43. Attendance and Speaking at Member Meetings**

- 43.1 A person is able to exercise the right to speak at a Member 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.
- 43.2 A person is able to exercise the right to vote at a Member Meeting when:
- 43.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and



- 43.2.2 that person'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 persons attending the meeting.
- 43.3 The Board may make whatever arrangements they consider appropriate to enable those attending a member Meeting to exercise their rights to speak or vote at it.
- 44. Quorum for Member Meetings**
- 44.1 No business shall be transacted at a Member Meeting unless a quorum is present when the Member Meeting proceeds to business.
- 44.2 Seven UKMC Members present in person shall be a quorum.
- 45. Chairing Member Meetings**
- 45.1 The President shall chair Member Meetings if present and willing to do so. If the President shall be absent, or if at any meeting the President is not present within 15 minutes after the time appointed for holding the same, the Vice-President shall preside. If the Vice-President is not present or is unwilling to preside, the meeting must appoint a UKMC Member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- 45.2 The person chairing a meeting in accordance with this Article is referred to as **the chair of the meeting**.
- 46. Attendance and Speaking by Non-UKMC Members**
- 46.1 The chair of the meeting may permit other persons who are not UKMC Members to attend and speak at a Member Meeting.
- 46.2 In the event that there is no IAAF Council Member or IPC Athletics Technical Committee Member appointed to the UKMC under Article 31.1.9 or 31.1.10 and if a person is appointed by the Company to hold the position of "IAAF Representative" or "IPC Representative" (as applicable), that person shall be invited to attend Member Meetings ex officio as an observer. Such person shall have the right to speak at such meetings but shall not have a vote.
- 47. Adjournment**
- 47.1 If the persons attending a Member 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 meeting must adjourn it.
- 47.2 The chair of the meeting may adjourn a Member Meeting at which a quorum is present if:
- 47.2.1 the meeting consents to an adjournment; or
- 47.2.2 it appears to the chair of the 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.
- 47.3 The chair of the meeting must adjourn a Member Meeting if directed to do so by the meeting.

- 47.4 When adjourning a Member Meeting, the chair of the meeting must:
- 47.4.1 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 Board; and
  - 47.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 47.5 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 seven clear days' notice of it:
- 47.5.1 to the same persons to whom notice of the Company's Member Meetings is required to be given; and
  - 47.5.2 containing the same information which such notice is required to contain.
- 47.6 No business may be transacted at an adjourned Member Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT MEMBER MEETINGS**

### **48. Voting: General**

- 48.1 Subject to Article 28.2, every:
- 48.1.1 UKMC Member, other than any IAAF Member or any IPC Member, shall be entitled to receive notice of, attend and cast one vote at Member Meetings;
  - 48.1.2 IAAF Member and IPC Member shall be entitled to receive notice of and attend but not vote at Member Meetings; and
  - 48.1.3 Affiliated Club and Associate Member shall not be entitled to receive notice of, attend or vote at Member Meetings.
- 48.2 A resolution put to the vote of a Member Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles. Except where otherwise provided by the Act, every resolution is decided by a majority of votes cast.
- 48.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

### **49. Errors and Disputes**

- 49.1 No objection shall be raised to the qualification of any UKMC Member voting at a Member 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.
- 49.2 Any such objection must be referred to the chair of the meeting whose decision is final.

## **50. Poll Votes**

50.1 A poll on a resolution may be demanded:

50.1.1 in advance of the Member Meeting where it is to be put to the vote; or

50.1.2 at a Member 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.

50.2 A poll may be demanded by:

50.2.1 the chair of the meeting; or

50.2.2 one UKMC Member present in person or by proxy having the right to vote on the resolution.

50.3 A demand for a poll may be withdrawn if:

50.3.1 the poll has not yet been taken; and

50.3.2 the chair of the meeting consents to the withdrawal,

and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

50.4 Polls shall be taken as the chair of the meeting directs and he or she may appoint scrutineers (who need not be UKMC Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

50.5 No poll shall be demanded on the election of a chair of a meeting, or on any question of adjournment.

50.6 Subject to Article 50.5, a poll demanded shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

50.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

## **51. Content of Proxy Notices**

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

51.1.1 states the name and address of the UKMC Member appointing the proxy;

51.1.2 identifies the person appointed to be that UKMC Member's proxy and the Member Meeting in relation to which that person is appointed;

- 51.1.3 is signed by or on behalf of the UKMC Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
- 51.1.4 is delivered:
- (a) in the case of a hard copy proxy notice, to the Registered Office or at such other place within the United Kingdom as is specified in the notice convening the Member Meeting or in any proxy notice sent out by the Company in relation to the Member Meeting not less than 48 hours before the time appointed for holding the Member Meeting or adjourned Member Meeting at which the person named in the proxy notice proposes to vote;
  - (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 Member Meeting;
    - (ii) in any proxy notice sent out by the Company in relation to the Member Meeting; or
    - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the Member Meeting,  
  
at such address not less than 48 hours before the time appointed for holding the Member Meeting or adjourned Member Meeting at which the person named in the proxy notice proposes to vote;
  - (c) in the case of a poll taken more than 48 hours after it is demanded, to the Registered Office after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; and
  - (d) where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, to the Member Meeting at which the poll was demanded to the Chair or any director.
- 51.2 A proxy appointment which is incorrectly completed or which is not deposited, delivered or received in a manner permitted by these Articles shall be invalid unless the Chair, in his or her absolute discretion, decides to treat the same as valid.
- 51.3 The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 51.4 Proxy notices may (in the case of UKMC Members only) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 51.5 Unless a proxy notice indicates otherwise, it must be treated as:
- 51.5.1 in the case of UKMC Members only, 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

- 51.5.2 appointing that person as a proxy in relation to any adjournment of the Member Meeting to which it relates as well as the meeting itself.

## **52. Delivery of Proxy Notices**

- 52.1 A UKMC Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a Member 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 Registered Office by or on behalf of that person.
- 52.2 An appointment under a proxy notice may be revoked by delivering to the Registered Office a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 52.3 A notice revoking a proxy appointment only takes effect if it is delivered at least 24 hours before the start of the meeting or adjourned meeting to which it relates.
- 52.4 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.

## **53. Amendments to Resolutions**

- 53.1 A resolution to be proposed at a Member Meeting may be amended by a resolution of a simple majority of the UKMC Members if:
- 53.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the Member Meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
- 53.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 53.2 A special resolution to be proposed at a General Meeting may be amended by a resolution of a simple majority of the UKMC Members, if:
- 53.2.1 the chair of the meeting proposes the amendment at the General Meeting at which the resolution is to be proposed; and
- 53.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 53.3 With the consent of the chair of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
- 53.4 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## **54. Written Resolution**

- 54.1 Subject to Article 54.3, a resolution in writing agreed by the Appropriate Majority of UKMC Members who would have been entitled to vote upon it had it been proposed at a Member Meeting shall be effective provided that a copy of the proposed

resolution has been sent to every eligible UKMC Member and the Appropriate Majority of UKMC Members has signified its agreement to the resolution in an authenticated document which has been received at the Registered Office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more UKMC Members have signified their agreement.

54.2 In Article 54.1, the **Appropriate Majority** is:

54.2.1 in the case of an ordinary resolution or any resolution which would otherwise be proposed at a UKMC Meeting, a simple majority of the UKMC Members; and

54.2.2 in the case of a special resolution, 75% or more of the UKMC Members.

54.3 The following may not be passed as a written resolution:

54.3.1 a resolution to remove a director before their period of office expires; and

54.3.2 a resolution to remove an Auditor before their period of office expires.

#### **Part 4 ADMINISTRATIVE ARRANGEMENTS**

### **55. Means of Communication to be Used**

55.1 The Company may validly send or supply any document (including any notice) or information to a Member:

55.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;

55.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;

55.1.3 by electronic mail to an email address notified by the Member in writing;

55.1.4 by means of a website the address of which has been notified to the Member in writing; or

55.1.5 in accordance with these Articles.

55.2 The Company may only send a document or information to a Member by electronic mail:

55.2.1 where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and

55.2.2 to the address specified for that purpose by the Member.

55.3 The Company may send a document or information to a UKMC Member via a website if the Member concerned has not responded within 28 days of the Company sending it a request asking it to agree to the Company communicating with it in that manner, provided that:

- 55.3.1 the request stated clearly what the effect of failure to respond would be;
  - 55.3.2 when the request is sent to the Member, at least 12 months have passed since the Company last requested the Member to agree to receive the same or a similar type of document or information via a website;
  - 55.3.3 the document or information concerned is made available in a form that enables the recipient to read it and retain a copy of it; and
  - 55.3.4 the Company complies with the requirements of Articles 55.4 and 55.5.
- 55.4 When sending information or a document via a website, the Company must notify each intended recipient of:
- 55.4.1 the presence of the document or information on the website;
  - 55.4.2 the address of the website;
  - 55.4.3 the place on the website where it may be accessed; and
  - 55.4.4 how to access the document or information.
- 55.5 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:
- 55.5.1 in the case of notice of a Member Meeting, until after the Member Meeting has ended; and
  - 55.5.2 in all other cases, for 28 days beginning with the date on which the Company sent notification pursuant to Article 55.4.
- 55.6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 55.6.1 Immediately upon being sent by electronic mail or delivered by hand to the relevant address;
  - 55.6.2 48 hours after being sent by first class post to the relevant address;
  - 55.6.3 72 hours after being sent by second class or overseas post to the relevant address;
  - 55.6.4 on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 55.4);
  - 55.6.5 on being handed to the Member personally; or
  - 55.6.6 if earlier, as soon as the Member acknowledges actual receipt.
- 55.7 A technical defect in the giving of notice of which the Board are unaware at the time does not invalidate decisions taken at a meeting.
- 55.8 Members may validly send any notice or document to the Company:
- 55.8.1 by post to the Registered Office;

55.8.2 to any other address specified by the Company for such purposes; or

55.8.3 to any email address provided by the Company for such purposes.

## **56. Audit**

56.1 At least once in every financial year the financial statements of the Company shall be examined and their accuracy shall be reviewed by the Auditors.

56.2 The Auditors shall be appointed and their remuneration fixed at the Annual General Meeting.

## **57. Accounts and Other Records**

57.1 The Board shall cause accounting records of the Company to be kept in accordance with the Act and any regulations made pursuant to it (or as the same may be amended or altered).

57.2 Accounting records shall be kept at the Registered Office or, subject to the Act, at such other place or places at the Board thinks fit and shall always be open to the inspection of the Board.

57.3 Subject to Articles 57.4 and 57.5 and except as provided by law or authorised by the Board or a resolution of a simple majority of the UKMC Members, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

57.4 One or more UKMC Members shall, if authorised by a resolution of a simple majority of the UKMC Members, be permitted to inspect the accounts and books and documents of the Company at all reasonable times.

57.5 A copy of the annual financial statements of the Company (audited in accordance with Article 56.1) shall be published on the Company's website.

57.6 In accordance with Article 42.2.1, at the Annual General Meeting in every year the Board shall lay before the UKMC Members financial statements for the period since the last preceding accounting date.

## **DIRECTORS' INDEMNITY AND INSURANCE, DISSOLUTION AND DEFINITIONS**

### **58. Indemnity and Insurance**

58.1 Subject to Article 58.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

58.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(a) in the actual or purported execution and/or discharge of his or her duties, or in relation to them; and

(b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),



including (in each case) any liability incurred by such relevant officer in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on such officer's part or in connection with any application in which the court grants such officer, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 58.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 58.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 58.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 58.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 58.4 In this Article:
- 58.4.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- 58.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 58.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Company.

## 59. Dissolution

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under Article 3, such institution or institutions to be determined by the UKMC Members at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Board for some other philanthropic or charitable purpose or purposes.

## 60. Definitions

- 60.1 In these Articles, unless the context otherwise requires:

**Act** means the Companies Act 2006;

**Affiliated Clubs** means those athletic clubs admitted from time to time to Affiliated Club membership of the Company in accordance with Article 27.3 who, under these Articles, are not entitled to receive notice of, attend or vote at Member Meetings;

**Annual General Meeting** means an annual General Meeting, which shall in each case constitute an annual general meeting of the Company for the purposes of the Act;

**Appropriate Majority** has the meaning given in Article 54.2;

**Articles** means these articles of association, as amended from time to time;

**Associate Members** means such persons and organisations not being UKMC Members or Affiliated Clubs but who are admitted from time to time to membership of the Company in accordance with Article 27.4 who, under these Articles, are not entitled to receive notice of, attend or vote at Member Meetings;

**Athletes Commission** means the Company's athletes commission established in accordance with its terms of reference from time to time;

**Athletics** means the general name for the sport which includes the Disciplines of Athletics;

**Athletics Appointments Panel** means the committee of the Company appointed by the Board from time to time pursuant to Article 7 to advise the Company on Board level appointments;

**Audit Committee** means the audit committee established by the Board from time to time in accordance with Article 7;

**Auditors** means the independent auditors for the time being of the Company;

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

**BOA** means the British Olympic Association;

**Board** means the board of directors of the Company from time to time, the members of which are the directors of the Company for the purposes of the Act;

**Board Appointed Director** means the directors appointed by the Board from time to time in accordance with Article 23;

**BPA** means the British Paralympic Association;

**Chair** means the chair of the Board appointed by the Board in accordance with Article 21;

**chair of the meeting** has the meaning given in Article 13.2 (in respect of a Board meeting) or Article 45.2 (in respect of a Member Meeting);

**Chief Executive Officer** means the chief executive officer appointed by the Board from time to time in accordance with Article 22;

**clear days** means a period of days exclusive of the day on which the notice is served and of the day for which it is given;

**committee** means any committee established by the Board from time to time in accordance with Article 7;

**Company Secretary** means such person as the Board appoints as the secretary of the Company from time to time in accordance with Article 25;

**Competition Rules** means the competition rules made by the Board and including the international rules of competition and eligibility established by the IAAF and other relevant international bodies;

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

**Disciplines of Athletics** means all the disciplines of athletics, the principal ones being:

- (a) cross country running;
- (b) fell and hill running;
- (c) marathon running;
- (d) mountain running;
- (e) race walking;
- (f) recreational running;
- (g) road running;
- (h) street athletics;
- (i) track and field athletics;
- (j) trail running; and
- (k) ultra running;

**document** includes, unless otherwise specified, any document sent or supplied in electronic form (including email);

**electronic form** has the meaning given in Section 1168 of the Act;

**EAA** means the European Athletic Association;

**Eligible Director** means 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 15, any director whose vote is not to be counted in respect of the particular matter);

**General Meeting** means a meeting of the UKMC Members in their capacity as members of the Company for the purposes of the Act and which shall in each case constitute a general meeting of the Company for the purposes of the Act;

**Governing Body** means an independent, self-appointed organisation which governs its sport through the common consent of such sport;

**Home Country Athletics Federations** means Athletics Northern Ireland, England Athletics, Scottish Athletics, Welsh Athletics and such successor bodies to those national associations recognised by the Board from time to time;

**Home Country Sports Councils** means Sport England, Sport Scotland, Sport Wales, Sport Northern Ireland and such successor bodies to those organisations recognised by the Board from time to time;

**Human Resources Remuneration Committee** means the remuneration committee established by the Board from time to time in accordance with Article 7;

**IAAF** means the International Association of Athletics Federations;

**IAAF Member** has the meaning given in Article 31.1.9;

**Independent Non-executive Directors** has the meaning given to it in 'A Code for Sports Governance', as amended by UK Sport and Sport England from time to time;

**Interested Director** has the meaning given in Article 15.1;

**IPC** means the International Paralympic Committee;

**IPC Member** has the meaning given in Article 31.1.10;

**Member Meeting** means a General Meeting or a UKMC Meeting;

**Members** means the UKMC Members, the Affiliated Clubs and the Associate Members together;

**Objects** has the meaning given in Article 2;

**ordinary resolution** has the meaning given in Section 282 of the Act;

**participate** has the meaning given in Article 11;

**Performance Oversight Committee** means the performance oversight committee established by the Board from time to time in accordance with Article 7;

**Powers** has the meaning given in Article 3.1;

**President** means the president of the Company elected by the UKMC in accordance with Article 32 and who shall preside as chair of the UKMC in accordance with Article 45;

**proxy notice** has the meaning given in Article 51.1;

**Registered Office** means the registered office of the Company from time to time;

**Regulations** means the regulations of the Company made by the Board in accordance with Article 17.1, as amended from time to time;

**Senior Independent Director** means the director appointed by the Board from time to time as the Senior Independent Director in accordance with Article 18.6;

**special resolution** has the meaning given in Section 283 of the Act;

**UKMC** means the UK Members Council constituting all of the UKMC Members and being the Company's council appointed to act as a conduit for the Members' views and to represent the wider interests of Athletics in the UK;

**UKMC Election Regulations** means the election regulations made by the Board from time to time under Article 17 concerning the election of UKMC Members;

**UKMC Meeting** means a meeting of the UKMC Members in their capacity as members of the UKMC which shall not, for the avoidance of doubt, constitute a general meeting of the Company for the purposes of the Act;

**UKMC Members** means the members appointed or elected from time to time in accordance with Article 27.2 and the UKMC Election Regulations who, under these Articles, are entitled to receive notice of, attend and vote at Member Meetings and who are also together the members of the Company for the purposes of the Act;

**United Kingdom** means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man;

**UK Sport** means the United Kingdom Sports Council and such successor body to that organisation recognised by the Board from time to time;

**Vice-President** means the vice-president of the Company elected by the UKMC in accordance with Article 33 and who shall act as the President's deputy; and

**writing** means 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 (including by email) or otherwise.

- 60.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.
- 60.3 Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations, unincorporated associations and partnerships.
- 60.4 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.