



# **Articles of Association**

**(Issue 1.0 - February 2017)**

# ARTICLES OF ASSOCIATION ENGLAND TOUCH

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# ARTICLES OF ASSOCIATION

## ENGLAND TOUCH

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THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY GUARANTEE

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ARTICLES OF ASSOCIATION  
- of –  
England Touch Association

(Adopted by Special Resolution of the Company with effect from 26 February 2017)

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### PART 1

#### INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

##### 1. Defined Terms

1.1 In these Articles, unless the context requires otherwise:

**2006 Act** means the Companies Act 2006 as may be modified by statute from time to time.

**Appointed Director** means a director appointed in accordance with [Article 20](#).

**Appropriate Majority** has the meaning given in [Article 39.2](#).

**Articles** means these articles of association, as may be amended from time to time.

**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.

**Board** means the board of directors of the Company established from time to time in accordance with [Article 19 or 20](#), the members of which are the directors of the Company for the purposes of the 2006 Act.

**Chair** means the person (if any) elected to the role of chair of the Board in accordance with [Article 19](#).

**Chair of the meeting** has the meaning given in [Article 13](#) or [Article 31](#).

**Chief Executive** means the person elected to the role of chief executive in accordance with [Article 19](#).

**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.

**Club** means any club admitted from time to time to membership of the Company in accordance with [Article 24](#) and any applicable Rules.

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**Company** means England Touch Association Limited.

**Company Secretary** means the company secretary of the Company for the purposes of the 2006 Act, the responsibility of which shall be fulfilled by the Chief Executive.

**Director** means a director of the Company, including executive directors and non-executive directors, 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.

**EFT** means European Federation of Touch.

**Elected Director** means a director elected in accordance with [Article 19](#).

**Electronic form** has the meaning given in Section 1168 of the 2006 Act.

**Eligible Directors** means directors who are entitled to vote on a matter that is proposed as a resolution at a meeting of the Board.

**FIT** means Federation of International Touch.

**General meeting** means an annual general meeting or other general meeting of the Company.

**Hard copy form** has the meaning given in Section 1168 of the 2006 Act.

**League Provider** means any person, committee, business, franchisee, or other organisation who runs one or more Touch leagues based in the Territory, and who is admitted from time to time to membership of the Company, in accordance with [Article 24](#) and any applicable Rules.

**Members** means the Voting Members and Non-Voting Members.

**Nominations Panel** means the panel responsible for nominating candidates to become Appointed Directors and/or Elected Directors, and which shall comprise three then-current directors and an external advisor.

**Non-Voting Members** means all members of the Company other than the Voting Members, and who shall have no right to receive notice of, attend or vote at general meetings and shall not be members for the purposes of the 2006 Act.

**Ordinary resolution** has the meaning given in Section 282 of the 2006 Act.

**Participate** in relation to a directors' meeting, has the meaning given in [Article 11](#).

**Rules** means the rules, policies, regulations, terms of reference and standing orders of the Company made by the Board (including pursuant to [Article 17](#)), as amended from time to time.

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**Special resolution** has the meaning given in Section 283 of the 2006 Act.

**Strategic Partner** means any organisation which the Board has determined is a strategic partner of the Company and which is admitted from time to time to membership of the Company in accordance with Article 24 and any applicable Rules.

**Subsidiary** has the meaning given in Section 1159 of the 2006 Act.

**Territory** means England.

**Touch** means the sport played under the governance and rules as determined by FIT.

**Voting Members** means:

- (a) League Providers;
- (b) Clubs;
- (c) Strategic Partners; and
- (d) each director of the Board;

in each case being members of the Company who, under these Articles, are entitled to receive notice of, attend and vote at general meetings and who are members of the Company for the purposes of the 2006 Act.

**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 or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the 2006 Act.
- 1.3 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 and unincorporated associations.
- 1.4 Any phrase introduced by the terms “including” or “include” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 For the purposes of Section 20 of the 2006 Act, the relevant model Articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

## 2. Name and Registered Office

- 2.1 The Company shall be called the England Touch Association Limited. For trading and other purposes, the name ‘England Touch’ may be used.
- 2.2 The registered office of the Company is to be in England and Wales.

## 3. Objects

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- 3.1 The objects for which the Company is established are:
- 3.1.1 to act as the single governing body and central authority in England in all matters connected with the organisation and playing of Touch by men and women and exercise all powers in connection with the same;
  - 3.1.2 to be affiliated to FIT and EFT, to act as the representative for England in international Touch affairs and to carry out functions delegated to it;
  - 3.1.3 to promote, deliver and support the delivery of Touch and to further its growth and development at all levels;
  - 3.1.4 to develop and implement strategies for the development of Touch in the Territory including strategies for: (1) performance at international and national level; (2) the development of domestic Touch competitions; and (3) increasing participation in Touch at grassroots level;
  - 3.1.5 subject at all times to remaining in compliance with all applicable FIT and EFT rules and regulations, to make and enforce rules and regulations concerning all forms and aspects of Touch in the Territory and to formulate and issue guidelines and policy documents relating to matters including those set out in [Article 17.2](#);
  - 3.1.6 to develop a commercial, marketing and public relations programme for Touch in the Territory;
  - 3.1.7 to develop a domestic competition programme in the Territory including but not limited to schools, universities and clubs and to co-ordinate competitions and competition fixtures across the Territory;
  - 3.1.8 to promote, organise and conduct elite squad programmes and national representative competitions across the various age divisions and Men's/Boys', Women's/Girls' and Mixed classifications in the Territory;
  - 3.1.9 to consult and co-operate with other organisations operating in Touch within the Territory in all matters relating to the administration, promotion and playing of Touch;
  - 3.1.10 to further the development of Touch by increasing public awareness and interest and liaising with other national governing bodies in other sports in the Territory;
  - 3.1.11 to protect the interests of and foster friendly relations between all persons in the Territory who are actively or passively involved in Touch;
  - 3.1.12 to undertake and execute charitable trusts and not-for profit initiatives in relation to, or for the benefit of, Touch;
  - 3.1.13 to provide services of any sort whatsoever for any club or association, body or person

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in the Territory interested in or associated with Touch;

- 3.1.14 to arrange with any person, company, undertaking or organisation for the provision of services for Members in respect of insurance provision, travel facilities or the purchase of goods and equipment in connection with the furtherance of Touch; and
- 3.1.15 to 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 stated in this [Article 3](#).

#### 4. Powers and Application of Funds

- 4.1 The Company shall have the powers to do all such lawful things as are consistent with the furtherance of its objects.
- 4.2 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, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the Members.
- 4.3 Nothing in [Article 4.2](#) shall prevent the Company in good faith:
  - 4.3.1 paying remuneration to any director of the Company in accordance with [Article 22](#);
  - 4.3.2 engaging and/or paying any person or persons whether on a full time or part time basis or whether as a consultant, employee or worker to supervise, organise, carry on the work of or advise the Company or to perform duties in relation to Touch in the Territory more generally;
  - 4.3.3 paying any persons expenses for approved mileage or public travel allowance and appropriate subsistence necessarily incurred when carrying out duties on behalf of the Company;
  - 4.3.4 awarding honoraria to such persons as it thinks fit;
  - 4.3.5 paying any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Company; or
  - 4.3.6 issuing appeals and taking such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise.

#### 5. Liability of Members

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- 5.1 The liability of each Voting Member is limited to £1, being the amount that each Voting Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member of the Company or within one year after he ceases to be a member of the Company, for any of the items set out in Article 5.2.
- 5.2 The items for which each Voting Member undertakes to contribute (up to the limit of liability set out in Article 5.1) are:
  - 5.2.1 payment of the Company's debts and liabilities contracted before he ceases to be a member of the Company;
  - 5.2.2 payment of the costs, charges and expenses of winding up; and
  - 5.2.3 adjustment of the rights of the contributories among themselves.
- 5.3 For the avoidance of doubt, Non-Voting Members shall not be members for the purposes of the 2006 Act and shall have no liability pursuant to this Article 5.

### PART 2

#### DIRECTORS AND OTHER OFFICE HOLDERS DIRECTORS' POWERS AND RESPONSIBILITIES

##### 6. Directors' General Authority

- 6.1 Subject to these Articles, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.
- 6.2 No resolution passed by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such resolution had not been passed.

##### 7. Directors May Delegate

- 7.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:
  - 7.1.1 to such person or committee;
  - 7.1.2 by such means (including by power of attorney);
  - 7.1.3 to such an extent;
  - 7.1.4 in relation to such matters or territories; and
  - 7.1.5 on such terms and conditions;in each case as it thinks fit.
- 7.2 All acts and proceedings delegated under Article 7.1 shall be reported to the Board by the delegate(s) in due course.



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- 7.3 If the Board so specifies, any delegation pursuant to [Article 7.1](#) may authorise further delegation of the Board's powers by any person to whom they are delegated.
- 7.4 Persons or committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.
- 7.5 The Board may, at any time, revoke any delegation in whole or part, or alter its terms and/or conditions.

### DECISION-MAKING BY DIRECTORS

#### 8. Directors to Take Decisions Collectively

Any decision of the Board must be either a majority decision (subject to [Article 14](#)) 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, copies of which have been signed by each Eligible Director 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 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least two such meetings shall be held in each year.
- 10.2 The Board shall report on their activities to the Members at the annual general meeting.
- 10.3 Any director may call a meeting of the Board by giving notice of the meeting to all of the directors or by directing the Chief Executive to give such notice.
- 10.4 Notice of any meeting of the Board must indicate:
  - 10.4.1 its proposed date and time;
  - 10.4.2 where it is to take place; and

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10.4.3 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.

10.5 Notice of a meeting of the Board must be given to each director, but need not be in writing. A director who is absent from the Territory shall be entitled to notice of a meeting if he has provided a valid email address.

### 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 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.

### 12. Composition of the Board and Quorum

12.1 There shall be at least three and no more than 12 directors on the Board, and (to the extent any such person is appointed or elected from time to time) the Board shall comprise:

12.1.1 the Chief Executive, elected in accordance with [Article 19](#);

12.1.2 the finance director, appointed in accordance with [Article 20](#);

12.1.3 the governance director, appointed in accordance with [Article 20](#);

12.1.4 the high-performance director, elected in accordance with [Article 19](#);

12.1.5 the development director, elected in accordance with [Article 19](#);

12.1.6 the Chair elected in accordance with [Article 19](#);

12.1.7 up to three non-executive directors, two of whom may be appointed in accordance with [Article 20](#) and one of whom may be elected in accordance with [Article 19](#); and

12.1.8 up to three further directors (who may be executive or non-executive directors), who may either be (a) appointed in accordance with [Article 20](#); or (b) elected in accordance with [Article 19](#), such decision to be determined by the Board in its sole discretion.

12.2 The Board may also appoint a representative of any Strategic Partner to sit as an observer on its Board for so long as the Strategic Partner has an existing strategic partnership agreement (or equivalent) in place with the Company. The Strategic Partner representative will not be permitted to vote at Board meetings.

12.3 The quorum for meetings of the Board may be fixed from time to time by a decision of the directors, but it must never be less than three, and unless otherwise fixed it is three.

12.4 Subject to [Article 12.3](#), the Board may act notwithstanding any vacancy in their body.

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12.5 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

12.5.1 to call another meeting;

12.5.2 to fill a casual vacancy arising among the directors in accordance with [Article 23](#); or

12.5.3 to admit Voting Members to the Company.

### 13. Chairing of Meetings of the Board

13.1 If the position of Chair is vacant or the Chair is not present within 15 minutes after the time appointed for holding the meeting or he is not willing to preside, the Chief Executive shall chair that meeting.

13.2 The person presiding pursuant to [Article 13.1](#) is known as the Chair of the meeting.

13.3 The directors may terminate the Chair of the meeting's appointment at any time.

### 14. Casting Vote

If the numbers of votes for and against a proposal are equal, the Chair of the meeting at the Board meeting has a casting vote. This does not apply if, in accordance with these Articles, the Chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

### 15. Conflicts of Interest

15.1 Subject to [Article 15.2](#), if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15.2 The prohibition under [Article 15.1](#) shall not apply when:

15.2.1 the Board approves the director counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest in accordance with Section 175 of the 2006 Act; or

15.2.2 the director need not declare an interest pursuant to Section 177 or 182 of the 2006 Act; or

15.3 For the purposes of this [Article 15](#) references to proposed decisions and decision-making processes include any meeting of the Board or part of a meeting of the Board.

15.4 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.

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15.5 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 a decision of the directors at that meeting, for which purpose the Chair of the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

### **16. Records of Decisions to be Kept**

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 unanimous or majority decision taken by the Board and by the Company at 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 Further Rules**

17.1 The Board may, from time to time, make, vary and revoke rules relating to membership of the Company including rules:

17.1.1 setting out different categories of membership of the Company;

17.1.2 setting out rights, privileges and obligations of the different categories of Member;

17.1.3 setting the levels of subscriptions or entrance fees to be paid by the different categories of Member; and

17.1.4 relating to the appointment of committees to assist the Board in the better administration of the Company.

17.2 Subject to the Articles, the Board (or any person or committee to whom it delegates its powers) shall have the power to make, vary and revoke rules for the better administration of the Company including:

17.2.1 the function, role and operation of committees to assist the Board in the better administration of the Company;

17.2.2 rules to ensure compliance with national and international rules relating to doping control;

17.2.3 rules setting out disciplinary procedures for Members;

17.2.4 rules for the promotion and organisation of competitions;

17.2.5 child protection policies;

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17.2.6 equality policies; and

17.2.7 such other rules or policies as the Board thinks fit.

### APPOINTMENT/ELECTION OF DIRECTORS

#### 18. Methods of Appointing/Electing Directors

- 18.1 Any person who is willing to act as director, and is permitted by law to do so, may be appointed to be a director by a decision of the directors in accordance with Article 20 or may be elected by the Voting Members by ordinary resolution in accordance with Article 19.
- 18.2 The Board shall notify Voting Members and advertise publicly the vacancies amongst Elected Director posts to be filled with effect from the next general meeting, in accordance with Article 19.
- 18.3 The Board shall notify Voting Members and advertise publicly the vacancies amongst Appointed Director posts to be filled as they become vacant, in accordance with Article 20.
- 18.4 All acts carried out in good faith at any meeting 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 Unless otherwise agreed by the passing by the Board of a Special Resolution to that effect, no person shall be eligible to hold more than one of the offices mentioned in Article 12 at the same time.

#### 19. Elected Directors

- 19.1 The Nominations Panel shall be responsible for nominating individuals who put themselves forward for election to be an Elected Director. Any nomination must be made by way of notice, in the form prescribed from time to time by the Board and signed by each member of the Nominations Panel. The form must be completed and returned to the Company Secretary not later than such date as the Board shall prescribe each year, following which it shall be notified to the Voting Members prior to the next general meeting in accordance with Article 27.1.
- 19.2 If there are the same number of nominated candidates as there are vacancies for a post, the Nominations Panel has the power, but not the obligation, to declare those candidates elected unopposed at the relevant general meeting. In the event of there being more nominations than vacancies, there shall be an election at the relevant general meeting.
- 19.3 Each Elected Director shall serve for a two-year term commencing from the general meeting at which he was elected or the date of these Articles (whichever is the later), but shall be eligible for re-election for three further terms of up to two years each.

#### 20. Appointed Directors

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20.1 The Nominations Panel shall be responsible for nominating individuals to be an Appointed Director. Any nomination must be made by way of notice, in the form prescribed from time to time by the Board and signed by each member of the Nominations Panel. The form must be completed and returned to the Company Secretary not later than such date as the Board shall prescribe, following which it shall be considered by the Board.

20.2 Each Appointed Director shall be appointed by a resolution of the Board following an open, formal and transparent selection process having regard to his ability, experience and expertise to fulfil the identified role on the Board.

20.3 Each Appointed Director shall serve for a two-year term commencing from the date of his appointment or the date of these Articles (whichever is the later), but shall be eligible for re-election for three further terms of up to two years each.

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

21.1 Without prejudice to the provisions of Section 168 of the 2006 Act, a person shall cease to be a director of the Company as soon as:

- 21.1.1 that person ceases to be a director by virtue of any provision of the 2006 Act or is otherwise prohibited from being a director by law;
- 21.1.2 a bankruptcy order is made against that person;
- 21.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 21.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 21.1.5 unless the Board resolves otherwise, that person shall without sufficient reason for more than two consecutive Board meetings have been absent without permission of the Board;
- 21.1.6 that person is requested to resign by all the other members of the Board acting together;
- 21.1.7 that person's term of office expires and he is not re-elected or re-appointed; or
- 21.1.8 notification is received by the Board from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21.2 A person serving as a director who is removed from office as a director for whatever reason shall be deemed to have resigned from his position and the vacancy shall be filled in accordance with these Articles.

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### 22. Directors' Remuneration

22.1 Subject to the provisions of the 2006 Act, and to Article 22.4, the Board may enter into an agreement or arrangement with any director:

22.1.1 for his services to the Company as a director; and

22.1.2 for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director or benefits.

22.2 Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.

22.3 Subject to these Articles, a director's remuneration 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:

22.3.1 is fixed having regard to the current remuneration of directors in comparable posts;

22.3.2 does not exceed the general market rate for directors providing comparable services; and

22.3.3 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.

22.4 Unless the Board decides otherwise, directors' remuneration accrues from day to day.

### 23. Casual Vacancies

A casual vacancy arising among the directors (whether in respect of an Elected Director or an Appointed Director), shall be filled by the Board (and the Board may consult the Nominations Panel for this purpose) provided always that the person appointed to fill the vacancy shall hold office until the next general meeting following his appointment. The individual shall then be eligible for re-election or re-appointment in accordance with these Articles.

## PART 3 MEMBERS

### BECOMING AND CEASING TO BE A MEMBER

### 24. Applications for Membership

24.1 The Members of the Company shall be comprised of those persons as are admitted to membership by the Board in accordance with these Articles (and any applicable Rules), from time to time. There shall be no limit to the number of Members which the Company is permitted to register in the register of members.

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24.2 No person shall become a Member of the Company unless:

24.2.1 that person has completed an application for membership in such form as required by the Board and;

24.2.2 the Board has approved the application.

24.3 Every corporation and unincorporated association which is admitted as a Voting Member may exercise such powers as are prescribed by Part 9 of the 2006 Act.

24.4 The Board may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of Members.

### 25. Conditions of Membership

25.1 All Members shall be subject to the Rules.

25.2 The Members shall be required to pay any entrance fees and annual subscription set by the Board under Article 24.4. The procedure for dealing with late payments of any Fees shall be as set out in the Rules from time to time.

### 26. Termination of Membership

26.1 A Member may withdraw from membership of the Company by giving seven Clear Days' notice to the Company in writing at any time.

26.2 The Board may, for good reason (which shall include a failure to pay subscriptions as and when they fall due, competing in a Touch league which is not an official league affiliated to the Company, or some other persistent or material non-compliance with the Rules) withdraw or suspend any Member from membership of the Company.

26.3 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.

26.4 Membership is not transferable.

26.5 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.

### ORGANISATION OF GENERAL MEETINGS

### 27. Notice of and Calling General Meetings



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- 27.1 Notice in writing of at least 28 Clear Days shall be given of every annual general meeting (“AGM”) and notice in writing of at least 14 Clear Days for every other general meeting. Such notice shall specify the place, the day and the time of the meeting accompanied by the agenda, resolutions and all relevant papers, including for the AGM: (1) an annual report and (2) the statement of accounts and balance sheet which it is proposed to be submitted to the meeting.
- 27.2 A general meeting may be called at any time by the Board or by a director of the Board for the consideration of non-recurring business that requires approval by the Voting Members between AGMs, or may be called on a written request to the Board from at least 5% of the Voting Members.
- 27.3 On receipt of a written request made pursuant to Article 27.1, the Company Secretary must call a general meeting within 21 Clear Days and the general meeting must be held not more than 28 Clear Days after the date of the notice calling the general meeting.

### **28. Annual General Meetings**

- 28.1 The Company shall hold a general meeting in every calendar year as its AGM, at such time and place as may be determined by the Board and shall specify the meeting as such in the notice calling it, provided that no one AGM shall be held more than 15 months after the last preceding AGM.
- 28.2 The annual general meeting shall be held for purposes which may include some or all of the following:
- 28.2.1 to receive and consider the minutes of the previous AGM;
  - 28.2.2 to receive and consider the minutes of any general meetings held since the previous AGM;
  - 28.2.3 to receive from the Board the Company's accounts;
  - 28.2.4 to receive from the Board a report of the activities of the Company since the previous annual general meeting;
  - 28.2.5 to appoint the Company's auditors if required;
  - 28.2.6 to elect the Elected Directors in place of those retiring; and to elect additional directors to the Board;
  - 28.2.7 to transact such other business as may be brought before it; and/or
  - 28.2.8 to consider any proposed changes to the Company structure.

### **29. Attendance and Speaking at General Meetings**

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29.1 A person is able to exercise the right to vote at a general meeting when:

29.1.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

29.1.2 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.

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

### **30. Quorum for General Meetings**

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

30.2 Subject to [Article 33.6](#), ten Voting Members present in person or by proxy shall be a quorum.

### **31. Chairing General Meetings**

31.1 The Chair shall chair general meetings if present and willing to do so. If the Chair shall be absent, or if at any meeting, he is not present within 15 minutes after the time appointed for holding the same, the Chief Executive shall chair the general meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.

31.2 The person chairing a meeting in accordance with this Article is referred to as the Chair of the meeting.

### **32. Attendance and Speaking by Directors and Non-Members**

32.1 Directors may attend and speak at general meetings.

32.2 The Chair of the meeting may permit other persons who are not Voting Members of the company to attend and speak at a general meeting.

### **33. Adjournment**

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

33.2 The Chair of the meeting may adjourn a general meeting at which a quorum is present if:

33.2.1 the meeting consents to an adjournment, or

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- 33.2.2 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.
- 33.3 The Chair of the meeting must adjourn a general meeting if directed to do so by a majority of Voting Members at the meeting.
- 33.4 When adjourning a general meeting, the Chair of the meeting must:
- 33.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- 33.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 33.5 If the continuation of an adjourned meeting is to take place more than 14 Clear Days after it was adjourned, the Company must give at least seven Clear Days' notice of it:
- 33.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 33.5.2 containing the same information which such notice is required to contain.
- 33.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place provided that if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting.

### VOTING AT GENERAL MEETINGS

#### 34. Voting: General

- 34.1 Every Voting Member shall be entitled to receive notice of and attend general meetings and cast one vote. For the avoidance of doubt, if a League Provider: (1) is also a Club; and/or (2) operates more than one Touch league, it shall still only be entitled to one vote.
- 34.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles. Except where otherwise provided by the 2006 Act, every resolution is decided by a majority of votes cast.
- 34.3 In the event of an equality of votes either on a show of hands or a poll, the Chair (or in the absence of the Chair, the Chief Executive) is entitled to a casting vote in addition to any other vote he may have.
- 34.4 Every Voting Member is entitled to send one representative to general meetings in accordance with [Article 37](#) and that representative shall be entitled to vote on the Voting Member's behalf.

#### 35. Errors and Disputes

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35.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

35.2 Any such objection must be referred to the Chair of the meeting whose decision is final.

### **36. Poll Votes**

36.1 A poll on a resolution may be demanded:

36.1.1 in advance of the general meeting where it is to be put to the vote, or

36.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

36.2 A poll may be demanded by:

36.2.1 the Chair of the meeting;

36.2.2 the Board; or

36.2.3 five Voting Members present in person or proxy having the right to vote on the resolution.

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

### **37. Content and Delivery of Proxy Notices**

37.1 Proxies may only validly be appointed by a notice in writing (including email) which is delivered to the Company Secretary at least two Clear Days before the start of the meeting to which it relates.

37.2 The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

37.3 An authorisation under a proxy notice may be revoked by delivering to the Company a notice in writing (including email) given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

37.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

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- 37.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 37.6 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 37.7 Unless a proxy notice indicates otherwise, it must be treated as:
- 37.7.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 37.7.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **38. Amendments to Resolutions**

- 38.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 38.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine), and
  - 38.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
- 38.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 38.2.1 the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 38.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 38.3 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.
- 38.4 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.

### **39. Written Resolution**

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39.1 Subject to Article 39.3, a resolution in writing agreed by the Appropriate Majority of Voting Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Voting Member and the Appropriate Majority of Voting Members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 Clear Days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Voting Members have signified their agreement.

39.2 In Article 39.1, the “**Appropriate Majority**” is:

39.2.1 in the case of an ordinary resolution, a simple majority of the Voting Members; and

39.2.2 in the case of a special resolution, 75% or more of the Voting Members.

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

39.3.1 a resolution to remove a director before his period of office is due to expire; and

39.3.2 a resolution to remove an auditor before his period of office is due to expire.

### PART 4

#### ADMINISTRATIVE ARRANGEMENTS

#### 40. Means of Communication to be Used

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

40.2 The applicable address shall be:

40.2.1 in the case of a Voting Member at his registered address as it appears in the register of members or by giving notice using electronic communications to an address for the time being notified to the Company by the Voting Member; and

40.2.2 in the case of a Non-Voting Member, at his last known postal or email address.

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

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

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- 40.5 Any Voting Member described in the register of members by an address not within the Territory, who shall from time to time give the Company an address within the Territory at which notices may be served upon him, shall be entitled to have notices served upon him at such address, or an address to which notices may be sent using electronic communications, but, save as aforesaid and as provided by the Act, only those Voting Members who are described in the register of members by an address within the Territory shall be entitled to receive notices from the Company.
- 40.6 Any notice, if served by first class (or equivalent) post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter. Any notice, if served by electronic communications, shall be deemed to have been given at the expiration of 48 hours after the time it was sent.

### 41. No right to Inspect Accounts and Other Records

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

## DIRECTORS' INDEMNITY AND INSURANCE

### 42. Indemnity

- 42.1 Subject to [Article 42.2](#), a director may be indemnified out of the Company's assets against:
- 42.1.1 any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;
  - 42.1.2 any liability incurred by him in connection with the activities of the Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the 2006 Act); or
  - 42.1.3 any other liability incurred by him as an officer of any group company.
- 42.2 [Article 42.1](#) does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

### 43. Insurance

- 43.1 The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.
- 43.2 In this Article:
- 43.2.1 a relevant director means any director of the Company or an associated company;
  - 43.2.2 a relevant loss means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company or any associated company; and

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43.2.3 companies are “associated” if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

#### **44. Dissolution**

44.1 Any resolution to dissolve the Company at a general meeting must be passed by a minimum of two thirds of the eligible votes being cast in favour of the resolution. Upon dissolution, the assets and all profits, if any, after payment of all expenses and liabilities, shall be conveyed to some other sporting institution or institutions having similar objects to those of the Company or to a recognised charity as determined and agreed by the Board.