THE COMPANIES ACT 2006

A Company Limited by Guarantee and not having a Share Capital

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Articles of Association

of

THE WELSH BADMINTON UNION LIMITED

Company Registration No: 4987692

Proposed amendments 10th September 2026

INDEX TO THE ARTICLES

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms
2. Liability of members

PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' general authority
4. Members' reserve power
5. Directors may delegate
6. Committees

DECISION-MAKING BY DIRECTORS

7. Directors to take decisions collectively
8. Unanimous decisions
9. Calling a Directors' meeting
10. Participation in Directors' meetings
11. Quorum for Directors' meetings
12. Chairing of Directors' meetings
13. Casting vote
14. Conflicts of interest
15. Conflicts of interest no transaction or arrangement
16. Non-disclosure of Conflict of Interests – Sanctions
17. Records of decisions to be kept
18. Directors' discretion to make further rules

APPOINTMENT OF DIRECTORS AND PRESIDENT

19. Methods of appointing Directors
20. Termination of Director's appointment
21. Directors' remuneration
22. Directors' expenses
23. The President

PART 3
MEMBERS
BECOMING AND CEASING TO BE A MEMBER

24. Applications for membership
25. Termination of membership

ORGANISATION OF GENERAL MEETINGS

26. Attendance and speaking at general meetings
27. Quorum for general meetings
28. Chairing general meetings
29. Attendance and speaking by Directors and non-members
30. Adjournment

VOTING AT GENERAL MEETINGS

31. Voting: general
32. Errors and disputes
33. Poll votes
34. Content of proxy notices
35. Delivery of proxy notices
36. Amendments to resolutions

PART 4
ADMINISTRATIVE ARRANGEMENTS

37. Means of communication to be used
38. No right to inspect accounts and other records
39. Provision for employees on cessation of business

DIRECTORS' INDEMNITY AND INSURANCE

40. Indemnity
41. Insurance

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

In the Articles, unless the context requires otherwise; -

"Articles" means the company's Articles of Association;

"Associated" means any person who, whether formally appointed or otherwise, by virtue of their involvement, relationship or connection with badminton in Wales (whether current or historical), may reasonably be perceived as having an interest in, influence over, or affiliation with it. This includes, without limitation, any individual who participates in, contributes to, or is engaged in the operations, governance, delivery, or support of badminton in Wales in either a professional or voluntary capacity and any person acting under the authority of Badminton Wales. For these purposes, an involvement, relationship or connection is material if it could reasonably be considered capable of affecting the person's objectivity, impartiality or independence in relation to badminton in Wales.

"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;

"Chair" has the meaning given in Article 12;

"Chair of the meeting" has the meaning given in Article 28;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"Director" means a Director of the company, and includes any person occupying the position of Director, by whatever name called;

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

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"Badminton" shall mean the sport of badminton in all its forms in Wales;

"member" has the meaning given in the Badminton Wales Membership Regulations as amended from time to time;

"Nominated Representative" is the person nominated by a member with voting rights to attend, speak and vote on behalf of that member at meetings of the Company;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"participate", in relation to a Directors' meeting, has the meaning given in Article 10;

"President" means the President for the time being of the Union;

"proxy notice" has the meaning given in Article 34;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“the Union” shall mean the Company the Welsh Badminton Union Ltd;

“Badminton Wales” shall mean the Welsh Badminton Union Ltd;

“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.

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the company.

2. Liability of members

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

2.2 payment of the company’s debts and liabilities contracted before he ceases to be a member,

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

2.4 adjustment of the rights of the contributories among themselves.

PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

3. Directors' general authority
Subject to the Articles, the Directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

4. Members' reserve power
The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

5. Directors may delegate

5.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles; -
- 5.1.1 to such person or committee;
- 5.1.2 by such means (including by power of attorney);
- 5.1.3 to such an extent;
- 5.1.4 in relation to such matters or territories; and
- 5.1.5 on such terms and conditions as they think fit.

5.2 If the Directors so specify, any such delegation may authorize further delegation of the Directors' powers by any person to whom they are delegated.

5.3 The Directors may revoke any delegation in whole or part or alter its terms and conditions.

6. Committees

6.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

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

DECISION-MAKING BY DIRECTORS

7. Directors to take decisions collectively
The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.

8. Unanimous decisions

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

8.2 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.

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

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

9. Calling a Directors' meeting

9.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorizing the company secretary (if any) to give such notice, however Directors' meetings will usually take place as set out in the Board Calendar.

9.2 Notice of any Directors' meeting must indicate; -

9.2.1 its proposed date and time;

9.2.2 where it is to take place; and

9.2.3 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.

9.3 Notice of a Directors' meeting must be given to each Director but need not be in writing.

10. Participation in Directors' meetings

10.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when; -

10.1.1 the meeting has been called and takes place in accordance with the Articles, and

10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

10.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

10.4 The President may be invited to attend Director's meetings, this shall be an open invitation unless the Directors determine and advise the President otherwise.

10.5 The Board of Directors shall have power to invite any person it wishes to attend any meeting of the Board of Directors in an advisory capacity but without power to vote thereat.

11. Quorum for Directors' meetings

11.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than four, and unless otherwise fixed it is four.

11.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision; -

11.3.1 to appoint further Directors, or

11.3.2 to call a general meeting so as to enable the members to appoint further Directors.

12. Chairing of Directors' meetings

12.1 The Directors shall appoint a Chair to chair their meetings.

12.2 The Directors may terminate the Chair's appointment at any time.

12.3 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the Vice Chair, if one is appointed, will chair the meeting. If the Vice Chair is not present, appointed or willing to chair the meeting the participating Directors must appoint one of themselves to chair it.

12.4 The appointed Chair shall hold office for the term of their Directorship unless

12.4.1 they resign from the position,

12.4.2 Article 12.2 applies,

12.4.3 their Directorship is terminated as per Article 20

12.5 A retiring Chair may be reappointed by the Directors as Chair providing they are re-elected or re-appointed to the Board.

12.6 In the event of an appointed Chair resigning or being removed from office either as Chair or as a Director, the Directors shall appoint one member of the Board of Directors to be Chair.

13. Casting vote

13.1 If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting has a casting vote.

13.2 But this does not apply if, in accordance with the Articles, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes when there is a conflict of interest.

14. Conflicts of interest

14.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Union 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.

14.2 But if paragraph 14.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Union is to be counted as participating in the decision-making process for quorum and voting purposes.

14.3 This paragraph applies when; -

14.3.1 the company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;

14.3.2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

14.3.3 the Director's conflict of interest arises from a permitted cause.

14.4 For the purposes of this Article, the following are permitted causes; -

14.4.1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Union or any of its subsidiaries;

14.4.2 subscription, or an agreement to subscribe, for securities of the Union or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

14.4.3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Union or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

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

14.6 Subject to paragraph 14.7 if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.

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

15. Conflicts of interest – no transaction or arrangement

15.1 Where Article 14 does not apply, the Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ('Conflict').

15.2 Any authorisation under this Article will be effective only if: -

15.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors 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 at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

15.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

15.3 Any authorisation of a Conflict under this Article 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 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine;

15.3.3 be terminated or varied by the Directors at any time.

15.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person the Director is under no obligation to:-

15.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Union;

15.4.2 use or apply any such information in performing his duties as a Director; where to do so would amount to a breach of that confidence.

15.5 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Director: -

15.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict; -

15.5.2 is not given any documents or other information relating to the Conflict;

15.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

15.6 Where the Directors authorise a Conflict; -

15.6.1 the Director will be obliged to conduct himself in any terms imposed by the Directors in relation to the Conflict;

15.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

15.7 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 Union for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Union in 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.

15.8 Variation or Termination of an authorisation under the terms of Article 15.3 will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

16. Non-disclosure of Conflict of Interests – Sanctions

Any Director who fails to disclose a conflict of interest in accordance with Article 14 and 15 to the Board may be charged with bringing the Sport into disrepute in accordance with the prescribed disciplinary processes for the time being.

17. Records of decisions to be kept

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

18. Directors' discretion to make further rules

18.1 Subject to the Articles, the Directors may make any rule or regulation which they think fit about how they take decisions, and about how such rules and regulations are to be recorded or communicated to Directors.

18.2 The Board of Directors may from time to time make such Rules, Regulations or Bye Laws as they may deem necessary for the proper conduct and management of the Union and shall adopt such means as they deem appropriate to bring them to the notice of members. Provided, nevertheless, that no Rule, Regulation or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or Articles of the Union.

APPOINTMENT OF DIRECTORS AND PRESIDENT

19. Methods of appointing Directors

19.1 Until and unless otherwise determined by the Union in General Meeting, there shall be a maximum of fourteen Directors plus President and the minimum number shall be seven

19.2 The business of the company shall be managed by the Board of Directors which shall consist of; -

19.2.1 up to eight Directors Associated (as defined in Part 1 Paragraph 1 "Defined Terms") with badminton in Wales, elected by the Members;

19.2.2 a non-voting President Associated with badminton in Wales, elected by the Members;

19.2.3 up to six Independent Directors, that prior to their appointment have no material relationship with badminton in Wales, appointed by the Board;

19.2.4 The CEO of the Company appointed through their position of employment.

19.3 All Director vacancies (other than the CEO who is a Director through their position of employment) will be advertised through an open and transparent skills and competency-based selection process. Short-listed applicants will be interviewed by a Badminton Wales Nominations Panel which will make recommendations to the Board of Directors (for Independents) and to the Members at Badminton Wales AGM (for Elected Directors) for ratification.

19.3.1 The nomination panel appointments will be the responsibility of the Chair and agreed by the Board of Directors

19.3.2 If recommendations for the Independent and Elected Directors are not agreed the Director position remains vacant and is re-advertised.

19.4 Subject to article 19.6 (casual vacancies) all directors shall be elected/appointed to serve for a term of up to three years

19.5 No Director may serve more than twelve consecutive years.

19.6 Individuals to fill casual vacancies may be co-opted by the Board at any time to:-

19.6.1 Serve for a specific period of time (no more than 12 months) to support an identified area of the business

19.6.2 serve for the remainder of the term of the Director replaced. Any period served by a Director to fill a casual replacement vacancy shall be taken into account for the purpose of Article 19.5.

19.6.3 casual Director vacancies do not hold voting rights

19.6.4 casual Director replacements do not hold voting rights until they are ratified by the membership at the earliest AGM.

19.7 Any person who is willing to act as a director, and is permitted by law to do so may be appointed to be a director

19.7.1 by ordinary resolution, or

19.7.2 by decision of the directors.

20. Termination of Director's appointment

20.1 A person ceases to be a Director as soon as; -

20.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;

20.1.2 a bankruptcy order is made against that person;

20.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

20.1.4 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;

20.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

20.1.6 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;

20.1.7 the directors resolve that his office be vacated by a resolution duly passed in accordance with Section 168 of the 2006 Act.

21. Directors' remuneration

21.1 Directors may undertake any services for the Union that the Directors decide.

21.2 Directors are entitled to such remuneration as the Directors determine; -

21.2.1 for their services to the Union as Directors, and

21.2.2 for any other service which they undertake for the Union.

21.3 Subject to the Articles, a Director's remuneration may; -

21.3.1 take any form, and

21.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

21.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

21.5 Unless the Directors decide otherwise, Directors are not accountable to the Union for any remuneration which they receive as Directors or other officers or employees of the Union's subsidiaries or of any other body corporate in which the company is interested.

22. Directors' expenses

22.1 The Union may pay any reasonable expenses which the Directors properly incur:

22.1.1 in connection with their attendance at; -

22.1.1.1 meetings of Directors or committees;

22.1.1.2 general meetings;

22.1.2 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

23. The President

23.1 Nominations for the position of President must be made by a member holding voting rights and seconded by another member holding voting rights. The nomination must be submitted (together with the nominee's written consent) on the Union's approved application form. The nomination must be received by the Union at least six calendar weeks before the date of the Annual General Meeting in which the election is to take place. The Union will confirm receipt of valid nominations in writing to the nominator as soon as reasonably practicable after such receipt.

23.2 Nomination details shall be forwarded to all voting Members at least 14 days prior to the Annual General Meeting.

23.3 The President shall hold office for a term of three years retiring at the Annual General Meeting held in the third year of office.

23.4 The President cannot be a Nominated Representative and, in the event, that a Nominated Representative shall be appointed President he or she shall immediately cease to be a Nominated Representative.

23.5 A retiring President shall be eligible for re-election.

PART 3
MEMBERS
BECOMING AND CEASING TO BE A MEMBER

24 Applications for membership

24.1 There shall be different categories of member and membership with different rights and privileges as agreed by the Directors and set out in the Membership Regulations of the Union from time to time.

24.2 Every member shall sign a written consent or application to become a member and sign the register of members on becoming a member.

24.3 On acceptance of its application to become a member such member if requested to do so, shall provide the name of its Nominated Representative(s) for voting purposes by notice in writing to the Union and a member may at any time in like manner remove its Nominated Representative(s) and make new nominations. A Nominated Representative must be 18 years old or over.

24.4 All Members, on being accepted will be entitled to receive notices of and attend all General Meetings of the Union, to be on the mailing list of the Union and to such other additional rights and privileges as the Directors may from time to time determine.

24.5 Notices will be made available in the manner determined by the Directors.

25 Termination of membership

25.1 A member may withdraw from membership of the Union by giving 7 days' notice to the company in writing.

25.2 Membership is not transferable.

25.3 An individual's membership terminates when that person dies or ceases to exist.

25.4 The Board of Directors may expel a member, refuse membership renewal or refuse a new member if it:

a. Acts reasonably and invites representation from the member/prospective member before making a decision; and

b. Determines that:

i. it is inappropriate for the member's membership to continue; or

ii. it is inappropriate for the prospective member to join Badminton Wales; or

iii. the conduct of the member (or its members) has brought the Union into disrepute.

ORGANISATION OF GENERAL MEETINGS

26 Attendance and speaking at general meetings

26.1 The date for the Annual General Meeting shall be determined by the Directors. The Union will circulate notices for the Annual General Meeting and any Extraordinary General Meetings no later than 28 days before the date of the meeting.

26.2 A Nominated Representative, Director or the President is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

26.3 A Nominated Representative is able to exercise the right to vote at a general meeting when; -

26.3.1 that Nominated Representative is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

26.3.2 that Nominated Representative'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.

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

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

26.6 Two or more Nominated Representatives who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

27 Quorum for general meetings

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. A quorum shall be 10 Nominated Representatives of voting members in attendance or voting by proxy.

28 Chairing general meetings

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

28.2 If the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start; -

28.2.1 The Directors present must appoint one from their number to chair the meeting;

28.2.2 If no Directors are present, the meeting must appoint a Nominated Representative to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.

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

29 Attendance and speaking by Directors and non-members

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

29.2 The Chair of the meeting may permit other persons who are not Nominated Representatives or members of the Union to attend and speak at a general meeting.

30 Adjournment

30.1 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.

30.2 The Chair of the meeting may adjourn a general meeting at which a quorum is present if; -

30.2.1 the meeting consents to an adjournment, or

30.2.2 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.

30.3 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

30.4 When adjourning a general meeting, the Chair of the meeting must; -

30.4.1 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

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

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

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

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

30.6 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.

VOTING AT GENERAL MEETINGS

31 Voting: general

31.1 Methods of voting will be clearly indicated in notices of meeting, usually the following methods will be used; -

31.1.1 by Nominated Representatives present

31.1.2 by Proxy vote

31.2 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 the Articles.

31.3 For the avoidance of doubt no person other than a Nominated Representative shall have the right to a vote at Meetings unless that person is holding a proxy.

31.4 If a Nominated Representative shall by reason of sickness or any other cause be unable to attend a meeting then the member which has appointed him to be its representative may by prior notice in writing to the Union appoint a temporary alternative representative to attend that meeting in place of such representative or

it may grant a proxy in writing either to the President, Chair or other Director, or to the Nominated Representative of another Member. No Nominated Representative may hold more than three proxy votes.

31.5 A temporary alternative representative shall have the same right to attend speak and vote at such meeting as the Nominated Representative whose place he has been appointed to take.

32 Errors and disputes

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

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

33 Poll votes

33.1 A poll on a resolution may be demanded; -

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

33.1.2 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.

33.2 A poll may be demanded by; -

33.2.1 the Chair of the meeting;

33.2.2 the Directors;

33.2.3 two or more persons having the right to vote on the resolution.

33.3 A demand for a poll may be withdrawn if;

33.3.1 the poll has not yet been taken, and

33.3.2 the Chair of the meeting consents to the withdrawal.

33.4 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

34 Content of proxy notices

34.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which; -

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

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

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

34.1.4 is delivered to the Union in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

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

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

34.4 Unless a proxy notice indicates otherwise, it must be treated as; -

34.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

34.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

35 Delivery of proxy notices

35.1 A member 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 Union by or on behalf of that member.

35.2 An appointment under a proxy notice may be revoked by delivering to the Union a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.

35.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

35.4 If a proxy notice is not executed by the member 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.

36 Amendments to resolutions

36.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if; -

36.1.1 notice of the proposed amendment is given to the Union in writing by a member 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

36.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.

36.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if; -

36.2.1 the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

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

36.3 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.

PART 4
ADMINISTRATIVE ARRANGEMENTS

37 Means of communication to be used

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

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

37.3 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.

38 No right to inspect accounts and other records

Except as provided by law or authorized by the Directors or an ordinary resolution of the company, no person is entitled to inspect any of the Union's accounting or other records or documents merely by virtue of being a member.

39 Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Union or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Union or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

40 Indemnity

40.1 Subject to 40.2, a relevant Director of the Union or an associated company may be indemnified out of the company's assets against; -

40.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

40.1.2 any liability incurred by that Director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

40.1.3 any other liability incurred by that Director as an officer of the company or an associated company.

40.2 This Article does not authorize any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

40.3 In this Article; -

40.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

40.3.2 a “relevant Director” means any Director or former Director of the company or an associated company.

41 Insurance

41.1 The Directors may decide to purchase and maintain insurance, at the expense of the Union, for the benefit of any relevant Director in respect of any relevant loss.

41.2 In this Article; -

41.2.1 a “relevant Director” means any Director or former Director of the company or an associated company,

41.2.2 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, any associated company or any pension fund or employees’ share scheme of the company or associated company, and

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