

**The Companies Acts 1985 to 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

**of**

**Surfing England Limited**

**Company number: 7483752**

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# **The Companies Acts 1985 to 2006**

## **Company Limited by Guarantee and not having a Share Capital**

### **Articles of Association of Surfing England Limited**

#### **INTERPRETATION**

##### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of these Articles.

#### **OBJECTS AND POWERS**

##### **2. Objects**

2.1 The objects of the Company are:

2.1.1 To fulfil the role of a national governing body for all disciplines of surfing and SUP through governance regulation, control, development and advancement of the sport and recreation of surfing in England; and

2.1.2 To provide education in all aspects of surfing, and related culture for the benefit of the public;

2.1.3 To increase and broaden participation in the sports and recreations of surfing, including through the education of the public of its benefits to health, well-being, social inclusion and environmental awareness;

2.1.4 To promote and organise (or assist in the promotion and organising of) surfing championships, competitions, demonstrations, and events; and

2.1.5 To support and develop the talent pathway for competitive surfers;

2.1.6 To support and develop professional standards across surf schools, coaches, clubs and other organisations delivering surfing lessons, coaching, experiences and related therapy.

##### **3. Powers**

3.1 To further its objects the Company may:

3.1.1 provide and assist in the provision of money, materials, or other help;

3.1.2 set, promote, and implement national and internationally recognised standards of accreditation, qualification and training in surfing, surf instruction and surf coaching;

3.1.3 seek to maintain the highest standards of safety and teaching through a recognised structure for the regulation, assessment, inspection, evaluation, monitoring and accreditation of member surf schools and surf instructors operating throughout England;

3.1.4 provide training, advice or information or support others to provide, or provide access to

- training, advice or information to seek to maintain the highest standards of safety, participation and performance among those involved in surfing, whether in an employed or voluntary capacity;
- 3.1.5 co-operate and enter into agreements with the surfing bodies throughout Great Britain and globally to further the promotion and development of surfing;
  - 3.1.6 co-operate and enter into agreements with local authorities, statutory organisations, national bodies, private companies, and others responsible for the ownership, management and protection of the coast and beaches to safeguard the surfing environment around the coasts of England, including without limitation the wave, shape and direction, the topography both above and below the water line, the human community, flora and fauna and built environment;
  - 3.1.7 provide support for the development and maintenance of a national network of surf clubs;
  - 3.1.8 promote or co-operate with others in promoting events and activities for the purpose of education and raising the awareness of the public in surfing and surf culture;
  - 3.1.9 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures, and other educational activities;
  - 3.1.10 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
  - 3.1.11 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
  - 3.1.12 provide a clear progression structure for the development of surfing from grassroots to elite level;
  - 3.1.13 support the career development of surfers through the provision of a clear, supported progression pathway, appropriate advice and training opportunities;
  - 3.1.14 provide appropriate guidance and monitoring on all matters of governance including disciplinary matters, compliance, welfare, safeguarding, child protection and doping control;
  - 3.1.15 enter into contracts to provide services to or on behalf of other bodies in relation to the delivery of the objects;
  - 3.1.16 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities in pursuit of the delivery of the objects;
  - 3.1.17 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Board thinks fit;
  - 3.1.18 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
  - 3.1.19 set aside funds for special purposes or as reserves against future expenditure;

- 3.1.20 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.21 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.22 lend money and give credit to take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.23 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.24 accept (or disclaim) gifts of money and any other property;
- 3.1.25 raise funds by way of subscription, donation or otherwise;
- 3.1.26 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.27 engage and pay employees, consultants and professional or other advisers;
- 3.1.28 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.29 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.30 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.31 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Board to protect the Company;
- 3.1.32 provide indemnity insurance for the Directors or any other officer of the Company; and
- 3.1.33 do all such other lawful things as may further the Company's objects.

#### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

#### ***Permitted benefits to members, Directors and Connected persons***

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member or any Director or person connected to a Director provided that nothing shall prevent any payment in good faith by the Company of:
  - 4.2.1 any payments made to any Member in his, her or its capacity as a beneficiary of the Company;

- 4.2.2 reimbursement by the Company for reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
- 4.2.3 reasonable and proper remuneration to any Member for any goods or services supplied to the Company;
- 4.2.4 in the case of a Director or person connected to a Director:
  - (a) reasonable and proper remuneration for the service of acting as Director and services performed by the Director in accordance with a contract of employment, services agreement or other written contract of engagement with the Company;
  - (b) reasonable and proper remuneration for any other goods or services supplied to the Company;
- 4.2.5 interest at a reasonable and proper rate on money loaned to the Company;
- 4.2.6 reasonable and proper rent for premises let to the Company;
- 4.2.7 payment of reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.32; and
- 4.2.8 payment under an indemnity from the Company in accordance with the indemnity provisions set out in Article 6.

provided that where benefits are conferred under this Article, Article 25 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

- 5.1 The liability of each Member in their capacity as a member of the Company 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, she or it is a Member or within one year after he, she or it ceases to be a Member, for:
  - 5.1.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a Member;
  - 5.1.2 payment of the costs, charges and expenses of winding up; and
  - 5.1.3 adjustment of the rights of the contributories among themselves.

### **6. Indemnity**

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets

of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## **BOARD**

### **COMPOSITION, APPOINTMENT, RETIREMENT AND REMOVAL**

#### **7. Board Composition**

7.1 The Board when complete shall consist of no less than three and no more than 12 Directors, and shall include at least the following:

7.1.1 a minimum of three persons appointed by the Board as appointed directors (the **Independent Appointed Directors** and each an **Independent Appointed Director**);

plus, any persons appointed by the Board as co-opted directors (the **Co-opted Directors** and each a **Co-opted Director**).

7.2 The Board shall (with the recommendation of the Nominations Subcommittee) appoint one of the Independent Appointed Directors as the Chair of the Company (the **Chair**).

7.3 The Board may in its discretion appoint the Chief Executive as a Director, but such appointment may only be made *ex officio*.

7.4 Unless otherwise agreed with UK Sport and/or Sport England:

7.4.1 at least 25% of the Board must be non-executive directors who are Independent within the meaning of that term set out in the Code.

7.5 In relation to the appointment of any Director other than a Co-opted Director, the Board must ensure that the recruitment process relating to such appointment is:

(a) documented, formal, inclusive, rigorous and transparent; and

(b) open, publicly advertised and accessible to all persons with sufficient skills and experience to carry out the relevant role.

(the **Appointment Principles**).

7.6 On the date of Adoption of these Articles:

7.6.1 the existing Director of the Company designated as chair shall be deemed appointed as Chair;

7.6.2 the existing Board shall designate three existing Directors to be Independent Appointed Directors;

7.6.3 any existing Director who is not appointed or deemed appointed by Articles 7.6.1 and 7.6.2 shall be deemed to have resigned.

#### **8. Appointment**

8.1 On appointment, each Director (of any classification) must be given a written statement of their responsibilities.

8.2 *Chief Executive*

- 8.2.1 The Board shall have the power to:
- (a) appoint a Chief Executive for such period and on such terms of service as to remuneration and otherwise howsoever as shall be agreed between him or her and the Board; and
  - (b) remove the Chief Executive upon such terms as the Board shall determine, and upon such removal the Chief Executive shall be deemed to have resigned as a Director under these Articles.

### 8.3 *Independent Appointed Directors*

8.3.1 The Board shall have the power (with the recommendation of the Nominations Subcommittee) to appoint any eligible person as an Independent Appointed Director (subject always to the Appointment Principles).

8.3.2 A person shall not be eligible to be appointed as an Independent Appointed Director unless either:

- (a) that person has been a Director (other than a Co-opted Director) prior to such appointment; or
- (b) the Nominations Subcommittee have recommended that person for appointment; and
- (c) that Director has provided the Company with a declaration of good character and a commitment to integrity in a form approved by the Board.

8.3.3 A person shall not be eligible to be appointed as an Independent Appointed Director if that person has retired pursuant to Article 9, unless at least four years have elapsed since the date of such retirement.

8.3.4 If an Independent Appointed Director for the time being leaves office for any reason, his or her position as the Chair or as an Independent Appointed Director shall be replaced by the Board.

### 8.4 *Co-opted Directors*

8.4.1 The Board shall have the power to appoint any eligible person as a Co-opted Director.

8.4.2 A person shall not be eligible to be appointed as a Co-opted Director, unless the Board acting reasonably and in good faith considers that there are exceptional circumstances rendering the appointment necessary to ensure that the Board has the skills and/or experience necessary to fulfil its role.

8.4.3 A person shall not be eligible to be appointed as a Co-opted Director if that person has retired pursuant to Article 9, unless at least four years have elapsed since the date of such retirement.

8.4.4 If a Co-opted Director for the time being leaves office for any reason, his or her position as a Co-opted Director may be replaced by the Board, if the Board acting reasonably and in good faith, remains of the view that there are exceptional circumstances rendering the appointment necessary to ensure that the Board has the skills and/or experience necessary to fulfil its role.

## 9. **Term of office**

9.1 On or before the third anniversary of any Director's appointment, the Board must consider and, if satisfied it is in the continued best interests of the Company to do so, resolve to



reappoint the relevant person as a Director, failing which the relevant director shall be deemed to have resigned from office.

9.2 Subject to Articles 9.3 and 9.6, each Director (other than the Chief Executive) shall retire from office at the conclusion of the AGM immediately following the date he or she shall have served as a Director for nine consecutive years in office (including service prior to Adoption).

9.3 If the Chief Executive has been appointed as a director in accordance with Article 7.3, he or she shall retire from office immediately upon ceasing to be the Chief Executive.

9.4 If either:

9.4.1 any Director has been appointed as the Chair following a period service as a Director on the Board; or

9.4.2 any Director has been appointed to a senior position within an international federation relating to surfing while serving as a Director,

then such Director may continue to serve on the Board for the duration of such appointment, provided that in any event that Director shall retire from office at the conclusion of the AGM immediately following the date he or she shall have served as a Director for twelve years in office (including service prior to such appointment, and whether consecutive or otherwise).

9.5 If the Board, acting reasonably and in good faith, considers that the continued service of any Director who is due to retire under Article 9.1 is reasonably necessary to ensure the Company has access to relevant skills and experience for the furthering of the Company's objects, that Director shall not be obliged to retire under Article 9.1, provided that such Director shall retire from office no more than 12 months from and including the date of the AGM they would have otherwise retired at under Article 9.1.

9.6 If the retirement of any Director under Article 9.1 would mean that the Company did not have sufficient Directors appointed to constitute a quorum under these Articles, the relevant Director shall not be obliged to retire under Article 9.1, provided that the Board shall take steps to appoint an additional Director as soon as possible and the Director due to retire shall cease to be a Director immediately on the date of such appointment.

## 10. **Ceasing to be a Director**

10.1 A person shall cease to be a Director upon retirement in accordance with Article 9, and otherwise as soon as:

10.1.1 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);

10.1.2 that person is deemed to have resigned from office in accordance with these Articles;

10.1.3 that person is absent without permission of the Board from at least half of the properly organised meetings in any calendar year, and the Board resolves that they cease to be a Director;

10.1.4 he or she fails to attend three consecutive properly organised meetings of the Board and the Board resolves that he or she be removed for this reason;

10.1.5 that person convicted of a criminal offence (other than a minor motoring offence) and the Board resolves that they cease to be a Director;

- 10.1.6 in the written opinion, given to the Company, of a registered medical practitioner treating that person, that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 10.1.7 the Board passes a resolution with the support of at least half of the Board appointed at that time (disregarding the vote of the person subject to the resolution) that they cease to be a Director;
- 10.1.8 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 10.1.9 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 10.1.10 at a general meeting of the Company, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views;
- 10.1.11 the Directors reasonably believe he or she has materially breached the Surfing England code of conduct in force from time to time, and such breach has not been remedied to the reasonable satisfaction of the Board;
- 10.1.12 the Directors reasonably believe he or she has brought the Company into material disrepute;
- 10.2 Unless otherwise appointed to the Board as an Independent Appointed Director in accordance with the Appointment Principles, any Co-opted Director remaining in office on the date 12 months from and including his or her appointment as a Co-opted Director shall be deemed to have resigned from office and shall cease to be a director on such date.
- 10.3 No person the subject of any resolution relating to his or her ceasing to be a Director shall have a vote or be counted in the quorum of any meeting of the Board or general meeting of the Company.

## **MANAGEMENT, POWERS AND RESPONSIBILITIES**

### **11. Management**

- 11.1 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.
- 11.2 The overall management of the Company and of its property, funds and affairs shall be vested in the Board whose decisions on all matters relating thereto shall be final and binding on every Member.

#### **Chief Executive**

- 11.3 The Chief Executive shall, amongst other things:
  - 11.3.1 conduct the day-to-day business of the Company subject to the general direction of the Board; implement the policy and strategy adopted by and within a budget approved by the Board; and (if applicable) advise the Board in relation to such policy, strategy and budget;
  - 11.3.2 appoint and remove all Employees;
  - 11.3.3 adequately supervise and be responsible for all Employees;

- 11.3.4 reasonably delegate any of their duties to any Employee as he or she shall think reasonably fit;
- 11.3.5 report regularly to the Board on the activities undertaken in managing the Company and regularly provide to the Board management accounts which are sufficient to clearly explain the financial position of the Company.

#### **Chair and Vice Chair**

- 11.4 The Chair shall, amongst other things:
  - 11.4.1 be responsible for the leadership of the Board, in accordance with the Code;
  - 11.4.2 chair all meetings of the Board;
  - 11.4.3 chair all general meetings of the Company;
  - 11.4.4 lead the annual performance evaluation of the Chief Executive and Directors;
  - 11.4.5 ensure the Company is represented at meetings of any other relevant organisation, either by attendance by the Chair or another Director
- 11.5 The Board may, in its discretion, elect a Director to be the vice chair of the Board. The Board may remove any person elected to Vice Chair from such office and, at its discretion, elect a replacement at any time, provided that any person so removed shall remain a Director until they cease to be a Director in accordance with these Articles.
- 11.6 The Vice Chair (if appointed) shall:
  - 11.6.1 chair all meetings of the Board at which the Chair is not in attendance;
  - 11.6.2 chair all general meetings of the Company at which the Chair is not in attendance;
- 11.7 represent the Company at meetings of any other relevant organisation where the Chair is unable to attend,  
  
and perform such other duties as required by the Board from time to time.

#### **Senior Independent Director and Welfare and Safety Lead**

- 11.8 The Board shall elect a Director to be the Senior Independent Director . The Board may remove any person elected to Senior Independent Director from such office and elect a replacement at any time, provided that any person so removed shall remain a Director until they cease to be a Director in accordance with these Articles.
- 11.9 The Senior Independent Director must be a non-executive director who is Independent within the meaning of that term set out in the Code and shall:
  - 11.9.1 lead the annual performance evaluation of the Chair;
  - 11.9.2 support the Chair in the annual performance evaluation of the Chief Executive and other members of the Board pursuant to Article 11.4.4;
  - 11.9.3 serve as an intermediary for the Board other than the Chair where necessary;
  - 11.9.4 act as an alternative contact for stakeholders to share concerns in relation to the Company if such persons consider it appropriate in the circumstances;

- 11.10 The Board shall elect a Director with responsibility over welfare and safety. The Board may remove any person elected to Welfare and Safety Lead from such office and elect a replacement at any time, provided that any person so removed shall remain a Director until they cease to be a Director in accordance with these Articles.
- 11.11 The Welfare and Safety Lead must have the skills, experience, independence and knowledge to ensure that the Board can adequately discharge its responsibilities in respect of the welfare and safety of Members and other persons (including Employees, participants and volunteers), under these Articles, the Code and applicable law.

## 12. **Board responsibilities**

The Board shall:

- 12.1 act as the ultimate decision-making body of the Company; and shall accordingly exercise all powers of the Company, subject to the Companies Acts and in accordance with these Articles;
- 12.2 exercise collective responsibility for the Company in accordance with the applicable duties of directors set out in the Companies Acts;
- 12.3 lead, oversee and approve the Company's strategic plans ;
- 12.4 delegate to and empower the Chief Executive to effectively deliver the Company's strategy, whilst maintaining oversight and authority;
- 12.5 promote the Company's objects;
- 12.6 protect the assets and interests of the Company on behalf of its Members;
- 12.7 monitor and evaluate Company expenditure by the Chief Executive whilst actively planning and monitoring the financial position and performance of the Company against an annually approved budget and financial forecast;
- 12.8 prepare audited annual accounts that comply with legal requirements (including the Code) and recognised accounting standards;
- 12.9 adopt appropriate and proportionate financial and operational policies and procedures, including:
- 12.9.1 agreeing an annual budget;
- 12.9.2 regular review of management accounts, cash flow forecasts and financial risks and mitigations;
- 12.10 initiate and maintain the effective management of the Company and its systems, including:
- 12.10.1 risk management and internal control systems;
- 12.10.2 legal and regulatory obligations which affect the Board and the Company;
- 12.10.3 welfare and safety of Members and other persons (including Employees, participants and volunteers);
- 12.10.4 environmental, social and governance issues affecting the Company;

- 12.11 organise, administer and promote any ancillary activities aimed at ensuring the Company's financial viability;
- 12.12 ensure the Company complies with the Code from time to time including:
  - 12.12.1 adopting and publishing, reviewing a Diversity and Inclusion Action Plan in accordance with the Code;
  - 12.12.2 developing, delivering a strategy for engagement with and listening to stakeholders;
  - 12.12.3 setting out, promoting and supporting the implementation of minimum good governance standards, including with respect to diversity and inclusion throughout the Company and within the membership of the Company from time to time;
  - 12.12.4 adopting a record of annual evaluation of the Board's own skills and performance and other appropriate development and evaluation goals;
  - 12.12.5 adopting a mandatory code for all Directors requiring that, amongst other things, all Directors act at all times in the best interests of the Company, with inclusivity, integrity, in an ethical manner and in accordance with the Company's conflicts policy;
  - 12.12.6 adopting an appropriate conflict of interest policy in relation to the Board;
  - 12.12.7 maintaining and regularly (at least annually) reviewing the matters set out in this Article 12.12;
  - 12.12.8 maintaining an up to date a matrix detailing the skills, experience, diversity, independence and knowledge required of the Board (**Skills Matrix**).

### 13. **Directors may delegate**

- 13.1 Subject to these Articles, the Board may delegate any of its powers or functions to any Subcommittee.
- 13.2 Subject to these Articles, the Board may delegate the implementation of its decisions or day to day management of the affairs of the Company to any person or committee.
- 13.3 Any delegation by the Board may be:
  - 13.3.1 by such means;
  - 13.3.2 to such an extent;
  - 13.3.3 in relation to such matters or territories; and
  - 13.3.4 on such terms and conditions; as they think fit.
- 13.4 The Board may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 13.5 The Board may revoke any delegation in whole or part or alter its terms and conditions.
- 13.6 The Board may by power of attorney or otherwise appoint any person to be the agent of the

Company for such purposes and on such conditions as they determine.

**14. Committees**

14.1 The Board:

14.1.1 if and to the extent required in order to comply with the Code and applicable law, shall constitute the following Subcommittees:

- (a) the Nominations Subcommittee;
- (b) the Audit Subcommittee; and

14.1.2 may constitute such other Subcommittees as it deems appropriate.

14.2 In respect of any Subcommittee, subject to these Articles and the Companies Acts, the Board may:

14.2.1 constitute such Subcommittee with such rules and terms of reference as it deems appropriate, including voting rights;

14.2.2 make, repeal and amend any Terms of Reference or other rules governing the proceedings of the relevant Subcommittee from time to time;

14.2.3 invite persons, whether Directors and/or Members Members or not, to assist or advise on such Subcommittees.

14.3 No person shall serve on any Subcommittee:

14.3.1 for longer than three consecutive years without reappointment by the Board; or

14.3.2 for longer than nine years in total.

14.4 The Board shall have the power to appoint and/or remove all members of any Subcommittee from time to time, provided that the Board shall ensure that each of the Nominations Subcommittee and the Audit Subcommittee have sufficient members to discharge their functions from time to time.

14.5 In respect of the Nominations Subcommittee:

14.5.1 any Subcommittee constituted by the Company for similar purposes may discharge the rights, powers and duties of the Nominations Subcommittee under these Rules pending the constitution of the Nominations Subcommittee under Article 14.1.1;

14.5.2 the Board shall:

(a) use its power set out in Article 14.4 to ensure that Independent non-executive Directors of the Company hold a majority of votes from time to time;

(b) if and to the extent required in order to comply with the Code and applicable law, ensure that any Terms of Reference include:

- (i) the requirement that the Nominations Subcommittee is chaired by an Independent non-executive Director of the Company;

- (ii) the obligation to inform UK Sport and/or Sport England of any appointment process of any Director and require UK Sport and/or Sport England to observe such process.
- 14.6 All Subcommittees shall report to the Board.
- 14.7 The Board shall:
  - 14.7.1 ensure that each Subcommittee has sufficiently clear Terms of Reference, which enable such Subcommittee to discharge its responsibilities under Articles 14.8 to 14.10 (inclusive, as applicable);
  - 14.7.2 publish the Terms of Reference of any Subcommittee, as amended from time to time.
- 14.8 Each Subcommittee will have regard to the following factors when making recommendations to ensure that the Board meets the necessary criteria of a well-governed club:
  - 14.8.1 the requirement to promote and protect the interests of the Members of the Company;
  - 14.8.2 the requirement to promote the development and community objectives of the Company to the extent set out in these Articles;
  - 14.8.3 the requirement to comply with any regulations, charter or code applicable to the Company issued by HM Government or other relevant regulators or organisation regarding governance wherever possible or practicable (including the Code); and
  - 14.8.4 such other factors as may be recommended by the Board from time to time.
- 14.9 The Nominations Subcommittee shall have particular responsibility to:
  - 14.9.1 lead the process for Board appointments and make recommendations to the Board accordingly;
  - 14.9.2 ensure that the Board is sufficiently diverse in all regards, including in gender, ethnicity and age, wherever and whenever practicable;
  - 14.9.3 ensure that all appointments are made on merit and that the Board is sufficiently composed to comply with the Skills Matrix;
  - 14.9.4 ensure that members of the Board do not serve for excessive periods of time and ensure succession planning;
  - 14.9.5 ensure that recruitment processes in relation to Board appointments in which the Nominations Subcommittee takes a role, comply with the Appointment Principles.
- 14.10 The Audit Subcommittee shall have particular responsibility to:
  - 14.10.1 ensure the adequacy of the Company's financial reporting and internal controls;
  - 14.10.2 make recommendations to the Board in respect of the appointment, reappointment and removal of external auditors;
  - 14.10.3 meet with external and internal auditors at least annually, without the Chief Executive or any other management employee present, to discuss matters relating to the financial affairs of the Company.

15. **Additional Subcommittee**

The Board shall have the power to (acting reasonably) constitute and deconstitute any additional Subcommittees with such membership and Terms of Reference as it may think fit from time to time having regard to upcoming projects, the challenges faced by and the opportunities available to the Company and the skills, experience and diversity required on the Board.

16. **Power to change the name of the Company**

The Board may change the name of the Company at any time by majority decision of the Board.

**DECISION-MAKING BY DIRECTORS**

17. **Directors to take decisions collectively**

17.1 Any decision of the Board must be either:

17.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 19); or

17.1.2 a unanimous decision taken in accordance with Article 23.

18. **Calling a Board meeting**

18.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Board meeting.

18.2 A Board meeting must be called by at least seven Clear Days' notice unless either:

18.2.1 all the Directors agree; or

18.2.2 urgent circumstances require shorter notice.

18.3 Notice of Directors' meetings must be given to each Director.

18.4 Every notice calling a Directors' meeting must specify:

18.4.1 the place, day and time of the meeting;

18.4.2 the general nature of the business to be considered at such meeting; and

18.4.3 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.

18.5 Notice of Directors' meetings need not be in Writing.

18.6 Article 53 shall apply and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

19. **Participation in Directors' meetings**



- 19.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 19.1.1 the meeting has been called and takes place in accordance with these Articles; and
- 19.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 19.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 19.3 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.

20. **Quorum for Board meetings**

- 20.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 20.2 The quorum for Board meetings shall be three Directors eligible to vote on the relevant business, provided that the Board may fix a greater number as the quorum from time to time in its discretion.
- 20.2.1 If the total number of Directors for the time being is less than the quorum required, the Board must not take any decision other than a decision to appoint further Directors.

21. **Chairing of Directors' meetings**

The Chair (if any) or in their absence, the Vice Chair (if any) or in their absence, another Director nominated by the Board present shall preside as chair of each Directors' meeting.

22. **Casting vote**

- 22.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the Chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 22.2 Article 22.1 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.

23. **Unanimous decisions without a meeting**

- 23.1 A decision is taken in accordance with this Article 23 when all of the Directors indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Board cannot rely on this Article to make a decision if one or more of the Directors has a Conflict of Interest which, under Article 25, results in them not being entitled to vote.
- 23.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated

agreement in Writing.

23.3 A decision which is made in accordance with this Article 23 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

23.3.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary (the Recipient ), which person may, for the avoidance of doubt, be one of the Directors;

23.3.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 23.3;

23.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

23.3.4 the Recipient must prepare a minute of the decision in accordance with Article 57 (Minutes).

#### 24. **Validity of Director actions**

24.1 All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

24.2 Director may not appoint an alternate Director.

### **CONFLICTS OF INTEREST**

#### 25. **Conflicts of Interest and authorisation**

25.1 A Director (**Interested Director**) will have a conflict of interest (a **Conflict**) for the purposes of these Articles if:

25.1.1 the Interested Director or any person Connected to him or her is interested in any matter or situation which would, if not authorised, involve the Interest Director breaching his or her duty under the Companies Acts to avoid conflicts of interest.

25.1.2 the Interested Director or any person Connected to him or her otherwise:

(a) has a direct or indirect interest, including without limitation commercial, financial and sporting interests which conflicts or may conflict with the interests of the sport of surfing or with the interests of the Company, or with his or her duties to the Company.

(b) has a direct or indirect interest in a proposed transaction or arrangement with the Company.

25.2 The Board may, in accordance with the requirements set out in this Article 25, authorise any Conflict.

- 25.3 Any authorisation under this Article 25 will be effective only if:
- 25.3.1 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
  - 25.3.2 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.
- 25.4 Any authorisation of a Conflict under this Article 25 may (whether at the time of giving the authorisation or subsequently), at the discretion of the Chair (or in the case of a Conflict involving the Chair, by a majority decision of the other Directors taking part in the decision-making process):
- 25.4.1 extend to any actual or potential Conflict which may reasonably be expected to arise out of the matter or situation so authorised;
  - 25.4.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Board or otherwise) related to the Conflict;
  - 25.4.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the Board in relation to any resolution related to the Conflict;
  - 25.4.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Chair (or other Directors as applicable) think fit;
  - 25.4.5 provide that, where the Interested Director obtains, or has obtained (through his or her involvement in the Conflict and otherwise than through his or her position as a Director of the Company) information that is confidential to a third party, he or she will 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
  - 25.4.6 permit the Interested Director to absent himself or herself from the discussion of matters relating to the Conflict at any meeting of the Board and be excused from reviewing papers prepared by, or for, the Board to the extent they relate to such matters.
- 25.5 Where the Board authorises a Conflict, the Interested Director will be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the Chair (or other Directors as applicable) in relation to the Conflict.
- 25.6 The Board may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 25.7 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 Company for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been authorised by the Board or by the Company 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.
- 25.8 A Director must declare the nature and extent of any Conflict he or she may have, save that there is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

- 25.9 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a Conflict, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director is entitled to participate in the decision-making process, be counted in the quorum and to vote in relation to any matter under this Article 25.9 shall be determined by the Chair, or in the case of a Conflict involving the Chair, by a majority decision of the other Directors taking part in the decision-making process.
- 25.10 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a Conflict, he or she may not participate in the decision-making process and may not be counted in the quorum and vote. This applies whether or not the relevant Conflict has been duly authorised in accordance with this Article 25.

## 26. **Conflicts Policy and Register**

- 26.1 The Board must ensure a register of Directors' Conflicts is kept by the Company. Each Director must ensure that the information set out in the register of Directors' Conflicts is kept accurate in respect of themselves from time to time.
- 26.2 The Board must ensure that the Board maintains a written Conflict of Interest Policy which applies to Directors, members of Subcommittees, the Chief Executive and Employees.

## **PATRONS**

### 27. **Patrons**

The Board may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a Member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to Members.

## **MEMBERS**

### 28. **Becoming a member**

- 28.1 The Members shall be those persons who are admitted to membership by the Board in accordance with these Articles.
- 28.2 With the exception of the subscribers to the Memorandum, no person may become a Member unless:
- 28.2.1 that person has applied for membership in a manner approved by the Board and paid any subscription fee required by the Board in full; or
- 28.2.2 the Board has appointed that person a life member.
- 28.3 The Board may in their absolute discretion decline to accept any person as a Member and need not give reasons for so doing.
- 28.4 The Board may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as Members.

### ***Unincorporated organisations***

- 28.5 An organisation admitted to membership which is unincorporated shall be a Member through the person of its Chair from time to time. Every such organisation must notify the Company in writing of the name of its Chair and may, subject to the Board's right to decline to accept any person as a Member, replace such nominated representative at any time by giving notice to the Company. The membership rights may be exercised by the chair representative or by the organisation which he or she represents.

### ***Corporate Members***

- 28.6 An organisation admitted to membership which is an incorporated body (a **Corporate Member**) may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Company. Evidence of the appointment of the representative must be provided in the form of:
- 28.6.1 an original or certified copy of the resolution of the directors or other governing body of the Corporate Member;
- 28.6.2 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or
- 28.6.3 such other form as the Board may reasonably require.
- 28.7 A person authorised under Article 28.6 may exercise (on behalf of the Corporate Member) the same powers as the Corporate Member could exercise if it were an individual Member.

### ***Subscriptions***

- 28.8 The Board may at their discretion levy subscriptions on Members at such rate or rates as they shall decide, provided that no subscription shall be levied on any Life Member.

### ***Register of members***

- 28.9 The names of the Members must be entered in the register of members which shall include, where relevant, a note that an unincorporated organisation is a Member through the person of its chair under Article 6.

## **29. Termination of membership**

- 29.1 Membership is not transferable.
- 29.2 A Member shall cease to be a Member:
- 29.2.1 if the Member, being an individual, dies;
- 29.2.2 if the Member is a Member on behalf of an unincorporated organisation under Article 28.5 and the unincorporated organisation ceases to exist;
- 29.2.3 if the Member, being a Corporate Member, goes into liquidation other than for the purpose

of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up;

- 29.2.4 on the expiry of at least seven Clear Days' notice given by the Member to the Company of his, her or its intention to withdraw;
- 29.2.5 if any subscription or other sum payable by the Member to the Company is not paid on the due date and remains unpaid;
- 29.2.6 if, at a meeting of the Board at which at least half of the Directors are present, a resolution is passed resolving that the Member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Company. Such grounds may include but are not limited to breach of any policy adopted by the Company in accordance with Article 33. Such a resolution may not be passed unless the Member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A Member expelled by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by him, her or it.

### 30. **Categories of membership**

- 30.1 Subject to Article 30.2, the Board may establish such different categories of membership as they think fit. The Board may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.
- 30.2 The Board may not create different classes of Members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

### 31. **Associate and affiliate members**

The Board may establish such classes of associate or affiliate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate or affiliate Members in accordance with such regulations as the Board shall make, provided that no such associate or affiliate Members shall be Members for the purposes of these Articles or the Companies Acts.

### 32. **Membership Benefits**

- 32.1 For as long as they are a Member, every Member shall be entitled to such benefits as are from time to time resolved by the Board as benefits of membership, which may include:
  - 32.1.1 cover under the Company's insurance;
  - 32.1.2 access to funding made available to Members by the Company;
  - 32.1.3 access to all newsletters or other public communications issued by the Company to its Members;

- 32.1.4 access to surfing and other qualifications and awards to the extent available to the Company;
- 32.1.5 entry to competitions to the extent available to the Company;
- 32.1.6 access to training made available by the Company;
- 32.1.7 access to coaching made available by the Company.

### **33. Membership Policies**

- 33.1 The Board may from time to time adopt policies, proportionate and reasonable in the circumstances, governing a Member's and/or Affiliate's conduct and otherwise in respect of membership and/or affiliation, which may include:
  - 33.1.1 terms and conditions relating to membership;
  - 33.1.2 a general code of conduct;
  - 33.1.3 a fair play code in respect of the sport of surfing;
  - 33.1.4 anti-doping;
  - 33.1.5 safeguarding;
  - 33.1.6 diversity and equal opportunities;
  - 33.1.7 electronic communications;
  - 33.1.8 data protection;
  - 33.1.9 use of intellectual property.

### ***ORGANISATION OF GENERAL MEETINGS***

#### **34. Annual general meetings**

The Company must hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 18 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Board thinks fit and may be held in full or in part by Electronic Means.

#### **35. Other general meetings**

- 35.1 The Directors may call a general meeting at any time.
- 35.2 The Directors must call a general meeting if required to do so by the Members under the Companies Acts.

#### **36. Length of notice**

- 36.1 All general meetings must be called by either:

- 36.1.1 at least 14 Clear Days' notice; or
- 36.1.2 shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Members.

**37. Contents of notice**

- 37.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.
- 37.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 37.3 In every notice calling a general meeting there must appear with reasonable prominence a statement informing the Member of his, her or its rights to appoint another person as his, her or its proxy at a general meeting.
- 37.4 If the Company gives an electronic Address in a notice calling a general meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

**38. Service of notice**

Notice of general meetings must be given to every Member, to the Directors, to any patron(s) and to the auditors of the Company.

**39. Attendance and speaking at general meetings**

- 39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 39.2 A person is able to exercise the right to vote at a general meeting when:
  - 39.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 39.2.2 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.
- 39.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 39.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.



40. **Quorum for general meetings**

40.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

40.2 The quorum shall be:

40.2.1 ten persons entitled to vote on the business to be transacted (each being a Member, an authorised representative of a Corporate Member or a proxy for a Member); or

40.2.2 10% of the total membership (represented in person, via authorised representative in the case of Corporate Members or by proxy);

whichever is lesser.

40.3 If two or more persons are authorised representatives of the same Corporate Member they shall together count as one person for the purposes of Article 40.2.

40.4 If a quorum is not present within half an hour from the time appointed for the meeting:

40.4.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as they think fit; and

40.4.2 failing adjournment by the Chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

41. **Chairing general meetings**

41.1 The Chair (if any) or in their absence the Vice Chair (if any) or in their absence some other Director nominated by the Directors shall preside as chair of every general meeting.

41.2 If neither the Chair nor any Director nominated in accordance with Article 41.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, they shall be chair of the meeting.

41.3 If no Director is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the Members present in person, or via their authorised representative if a Corporate Member, or by proxy and entitled to vote must choose one of the Members or authorised representatives of Corporate Members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 41.3.

42. **Attendance and speaking by Directors, patrons and non-members**

42.1 Directors may attend and speak at general meetings, whether or not they are Members.

42.2 Patrons may attend and speak at general meetings, whether or not they are Members.

42.3 The Chair of the meeting may permit other persons who are not Members (or otherwise entitled to exercise the rights of Members in relation to general meetings) to attend and speak at a general meeting.

43. **Adjournment**

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

43.1.1 the meeting consents to an adjournment; or

43.1.2 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.

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

43.3 When adjourning a general meeting, the chair of the meeting must:

43.3.1 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

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

43.4 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:

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

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

43.5 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**

44. **Voting: general**

44.1 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.

44.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the Chair of the meeting that the resolution:

44.2.1 has or has not been passed; or

44.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 57 is also conclusive evidence of that fact without such proof.

#### 45. **Votes**

##### ***Votes on a show of hands***

45.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

45.1.1 each Member present in person;

45.1.2 (subject to Article 45.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution; and

45.1.3 each authorised representative of a Corporate Member present;

provided that if a person attending the meeting falls within two or more of the above categories, they are not entitled to cast more than one vote but shall instead have a maximum of one vote.

##### ***Votes on a poll***

45.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

45.2.1 every Member present in person;

45.2.2 every Member present by proxy (subject to Article 45.3); and

45.2.3 every authorised representative of a Corporate Member (subject to Article 45.3) present.

45.3 On a vote on a resolution at a meeting which is carried out by a poll, if more than one authorised representative of a Corporate Member purports to vote on behalf of the same Corporate Member:

45.3.1 if they purport to vote in the same way, they will be treated as having cast one vote between them; and

45.3.2 if they purport to vote in different ways they are treated as not having voted.

##### ***General***

45.4 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may

have.

45.5 No Member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.

46. **Errors and disputes**

46.1 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.

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

47. **Poll votes**

47.1 A poll on a resolution may be demanded:

47.1.1 in advance of the general meeting where it is to be put to the vote; or

47.1.2 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.

47.2 A poll may be demanded by:

47.2.1 the Chair of the meeting;

47.2.2 the Directors;

47.2.3 two or more persons having the right to vote on the resolution;

47.2.4 any person, who, by virtue of being appointed proxy or authorised representative of a Corporate Member for one or more Members having the right to vote on the resolution, holds two or more votes; or

47.2.5 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

47.3 A demand for a poll may be withdrawn if:

47.3.1 the poll has not yet been taken; and

47.3.2 the chair of the meeting consents to the withdrawal.

48. **Procedure on a poll**

48.1 Subject to these Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

**Results**

48.2 The Chair of the meeting may appoint scrutineers (who need not be Members) and decide

how and when the result of the poll is to be declared.

- 48.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

***Timing***

- 48.4 A poll on:

48.4.1 the election of the Chair of the meeting; or

48.4.2 a question of adjournment;

must be taken immediately.

- 48.5 Other polls must be taken within 30 days of their being demanded.

- 48.6 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting .

***Notice***

- 48.7 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.

- 48.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

49. **Proxies**

***Power to appoint***

- 49.1 A Member (including a Corporate Member) is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and speak and vote at a meeting of the Company. A proxy must vote in accordance with any instructions given by the Member by whom the proxy is appointed.

***Manner of appointment***

- 49.2 Proxies may only validly be appointed by a notice in Writing (a **Proxy Notice**) which:

49.2.1 states the name and address of the Member appointing the proxy;

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

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

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

49.3 A proxy for a Member representing an unincorporated organisation under Article 29.4 may be appointed by the Member or by the organisation which he or she represents.

49.4 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

49.5 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.

49.6 Unless a Proxy Notice indicates otherwise, it must be treated as:

49.6.1 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

49.6.2 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.

## 50. **Delivery of Proxy Notices**

50.1 The address for proxy notification (**Proxy Notification Address**) in relation to any general meeting is:

50.1.1 the registered office of the Company; or

50.1.2 any other Address or Addresses specified by the Company as an Address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or

50.1.3 any electronic Address falling within the scope of Article 50.2.

50.2 If the Company gives an electronic Address:

50.2.1 in a notice calling a meeting;

50.2.2 in an instrument of proxy sent out by it in relation to the meeting; or

50.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 50.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

## ***Attendance of Member***

50.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting (including an authorised representative of a Corporate Member) 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 (or the Corporate Member which they represent). If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

### ***Timing***

- 50.4 Subject to Articles 50.5 and 50.6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 50.5 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 50.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
  - 50.6.1 received in accordance with Article 50.4; or
  - 50.6.2 given to the chair, Secretary (if any) or any Director at the meeting at which the poll was demanded.

### ***Interpretation***

- 50.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 50.

### ***Revocation***

- 50.8 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 50.9 A notice revoking the appointment of a proxy only takes effect if it is received before:
  - 50.9.1 the start of the meeting or adjourned meeting to which it relates; or
  - 50.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

### ***Execution***

- 50.10 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.

## **51. Amendments to resolutions**

- 51.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- 51.1.1 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(excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and
- 51.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 51.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 51.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 51.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 51.3 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.

## **WRITTEN RESOLUTIONS**

### **52. Written resolutions**

Decisions of the Members can be made by passing a written resolution in accordance with the provisions of the Companies Acts.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **53. Communications by the Company**

#### ***Methods of communication***

- 53.1 Subject to these Articles and the Companies Acts, any Document or information (including anynotice, report or accounts) sent or supplied by the Company under these Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
  - 53.1.1 in Hard Copy Form;
  - 53.1.2 in Electronic Form; or
  - 53.1.3 by making it available on a website.
- 53.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement



(if any) is required from the recipient.

- 53.3 Subject to these Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by 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.

***Deemed delivery***

- 53.4 A Member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

- 53.5 Where any Document or information is sent or supplied by the Company to the Members:

53.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

53.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

53.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 53.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a Member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 53.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:

53.7.1 if the Document or information has been sent to a Member or Director and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the Member's or Director's postal address as shown in the Company's register of members or Directors, but may in its discretion choose to do so;

53.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the Member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a Member, to the last known postal address for that person (if any); and

53.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### **Exceptions**

- 53.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.
- 53.9 Notices of general meetings need not be sent to a Member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a Member for whom the Company does not have a current Address.

### **54. Communications to the Company**

The provisions of the Companies Acts shall apply to communications to the Company.

### **55. Secretary**

- 55.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 55.1.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and
- 55.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

### **56. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **57. Minutes**

- 57.1 The Directors must ensure minutes are made:
- 57.1.1 of all appointments of officers made by the Directors;
- 57.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 57.1.3 of all proceedings at meetings of the Company and of the Directors, and of Subcommittees, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the Chair of the meeting at which the proceedings were held, or by the Chair of the next succeeding meeting, shall, as against any Member or Director of the Company, be sufficient evidence of the proceedings.

**58. Records and accounts**

58.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

58.1.1 annual reports;

58.1.2 annual statements of account; and

58.1.3 annual returns.

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

**59. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**WINDING UP**

**60. Winding up**

If any property remains after the Company has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the Members (except to a Member that is itself a Company which would qualify to benefit under this Article 60), but must be given to some other sporting institution or institutions with similar objects to the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 4. The institution or institutions to benefit must be chosen by resolution of the Directors at or before the time of winding up or dissolution.

## SCHEDULE

### INTERPRETATION – DEFINED TERMS

1. In these Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
<b>Address</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
<b>Adoption</b>	the date of adoption of these Articles;
<b>Articles</b>	the Company's articles of association;
<b>Audit Subcommittee</b>	means the audit subcommittee established by the Board in accordance with these Articles from time to time;
<b>Board</b>	the board of Directors of the Company from time to time;
<b>Chair</b>	the person appointed as the chair of the Company in accordance with Article 7.2;
<b>Chief Executive</b>	the person appointed as the chief executive of the Company in accordance with Article 8.2;
<b>Co-opted Director</b>	has the meaning given in Article 7.1;
<b>Code</b>	means the Code for Sports Governance adopted by UK Sport and/or Sport England as amended from time to time;
<b>Company</b>	Surfing England Limited (company number 07483752);
<b>Circulation Date</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
<b>Clear Days</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>Companies Acts</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;

<b>Connected</b>	any person falling within one of the following categories: <ul style="list-style-type: none"> <li>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or</li> <li>(b) the spouse or civil partner of any person in (a); or</li> <li>(c) any other person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</li> <li>(d) any company, partnership or firm of which a Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;</li> </ul>
<b>Corporate Member</b>	has the meaning given in Article 29.6;
<b>Director</b>	a director of the Company, and includes any person occupying the position of director, by whatever name called; and
<b>Document</b>	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
<b>Electronic Form and Electronic Means</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
<b>Hard Copy and Hard Copy Form</b>	have the meanings respectively given to them in the Companies Act 2006;
<b>Independent Appointed Director</b>	has the meaning given in Article 7.1;
<b>Life Member</b>	means a life member of the Company appointed by the Board in accordance with Article 28.2;
<b>Member</b>	means a member of the Company from time to time;
<b>Nominations Subcommittee</b>	means the nominations subcommittee established by the Board in accordance with these Articles from time to time;
<b>Proxy Notice</b>	has the meaning given in Article 49;

<b>Proxy Notification Address</b>	has the meaning given in Article 50;
<b>Public Holiday</b>	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
<b>Secretary</b>	the secretary of the Company (if any);
<b>Senior Independent Director</b>	the person elected to be the senior independent director in accordance with Article 11.8;
<b>Surfing</b>	Shortboard, Longboard & Bodyboarding, StandUp Paddle (SUP) Racing and Surfing, Para-Surfing, Bodysurfing, Wakesurfing, and all other wave riding activities on any type of waves, and on flat water using wave riding equipment.
<b>Terms of Reference</b>	the terms of reference of any Subcommittee constituted by the Board in accordance with Article 14.2.1;
<b>Vice Chair</b>	the person (if any) elected to be the vice chair in accordance with Article 11.5;
<b>Welfare and Safety Lead</b>	the person elected to be the welfare and safety lead in accordance with Article 11.10;
<b>Writing</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to paragraph 3 of this Schedule, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in these Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the Adoption Date.
4. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
5. A reference in these Articles to an **Article** is a reference to the relevant Article of these Articles unless expressly provided otherwise.
6. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

7. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.