



The Companies Acts 2006 and 1985 (as amended)
Company Limited by Guarantee and not having Share Capital

Articles of Association of Active Lancashire Limited

Current Version
Approved 16th October 2024

1. General

- 1.1 The regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 and the model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008) in force at the time of adoption of these Articles shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.
- 1.2 In these Articles of Association the words standing in the First Column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column, thereof, if not consistent with the subject or context:

Words	Meaning
The Area	England, primarily focused on but not limited to, the administrative areas of the Lancashire sub region.
The Board	The Board of Directors for the time being of the Company;
District Council	A District Council within the County of Lancashire as constituted on the date of incorporation of the Company and any other body authority or corporation to which the functions of such District Council may from time to time have been transferred;
In writing	Hard copy form, non-transitory form of visible reproduction of words including electronic form or website communication.
Lancashire County Council	Lancashire County Council or any other successor body authority or corporation responsible for the provision of services to the Administrative County of Lancashire.

Lancashire County Council Director	A Director appointed by the County Council pursuant to the provisions of Article 6.2.
Members	Together Lancashire County Council and any additional Members subsequently appointed.
Month	Calendar Month.
The Company	Active Lancashire Limited.
The Office	The Registered Office for the time being of the Company.
The Register	The Register of Members of the Company.
The Seal	The Common Seal of the Company.
The Secretary	The Secretary of the Company or any person appointed to perform the duties of the Secretary of the Company, including any joint, assistant or deputy Secretary.
The Statutes	The Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company.
The United Kingdom	Great Britain and Northern Ireland.
These Presents	These Memorandum and Articles and Association, or other regulations of the Company from time to time in force.
UKSport Code of governance	These Standards are a requirement of Sport England Lottery Funded organisations. https://www.uksport.gov.uk/resources/a-code-for-sports-governance
Year	Calendar Year.

- 1.3 Where the context so admits words importing the singular number only shall include the plural number, and vice-versa;
- 1.4 Where the context so admits words importing the masculine, feminine and neuter gender only shall include either or both of the others;
- 1.5 Words importing persons shall include corporations;
- 1.6 Subject as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

2. Members

- 2.1 The Company is a private company within the meaning of the Statutes.
- 2.2 The Members of the Company shall be Lancashire County Council and such other persons as shall be appointed as Members of the Company by Lancashire County Council in accordance with Articles 2.3 and 2.4. The number of Members shall not be less than one. There shall be no maximum number of Members of the Company.
- 2.3 An application for Membership must be in writing and sent to the Secretary at the Office.

- 2.4 Any application for Membership shall be considered by Lancashire County Council who shall determine upon the admission or rejection of an applicant and shall request the Secretary to notify the applicant of its decision, whereupon the applicant, if approved for admission to Membership, shall have his name entered in the Register. An application for Membership shall only be agreed with the consent of Lancashire County Council. In the event that Lancashire County Council consents to an application for Membership it shall determine the voting entitlement (if any) of any new Member at general meetings of the Company and shall provide for the necessary amendments to be made to these Articles to give effect to such voting entitlement.
- 2.5 Membership shall cease if the Member shall signify in writing to the Secretary their or its desire to retire from Membership of the Company in which event the Member shall cease to be a Member 14 days following receipt of such notice by the Secretary provided that a member shall not be permitted to retire if this would result in the Company having less than 3 members.
- 2.6 The rights of every Member shall be personal to their or itself and shall not be transferable, transmissible or chargeable by his/her own act, by operation of law or otherwise.
- 2.7 A Register shall be kept by the Company containing the names and addresses of all the Members and together with such other particulars as may be required by the Statutes.
- 2.8 Every Member shall further to the best of their ability the objects and interests of the Company and shall observe all regulations and by-laws of the Company lawfully made pursuant to the powers in that behalf hereinafter contained.

3. General Meetings

- 3.1 The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Statutes, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Statutes. If there are not within the United Kingdom sufficient Directors capable of acting to form a quorum in order to call a general meeting, any Director or any Member of the Company may call a general meeting.

4. Notice of General Meetings

- 4.1 Subject to the provisions of the Companies Act 2006 all general meetings shall be called by at least fourteen clear days' notice in writing but may also be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at general meetings being a majority together holding not less than 90% of the votes capable of being cast at a general meeting. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.
- 4.2 A notice calling a general meeting shall also be sent to all of the Directors of the Company and Auditors for the time being of the Company.
- 4.3 Notwithstanding that the Company does not have a share capital every notice convening a general meeting shall comply with the provisions of the Statutes as to giving information to Members in regard to notices of and other communications relating to any general meeting which any Member is entitled to receive and their right to appoint proxies.

- 4.4 The accidental omission to give notice of a meeting to, or the non- receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed, or the proceedings at any meeting.
- 4.5 Every notice convening a general meeting shall be given in accordance with section 308 of the Companies Act 2006 i.e. in hardcopy form, electronic form or by means of a website.
- 5. Proceedings at General Meetings**
- 5.1 No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Save as herein otherwise provided, and for so long as the Company shall have only one Member, a quorum shall consist of the authorised representative of Lancashire County Council.
- 5.2 Each Member shall give notice from time to time to the Secretary of the identity of such member's duly authorised representative(s) for the purposes of attending and voting at general meetings. Each Member shall procure that such a duly authorised representative of such Member has full authority to act in respect of any matters to be considered.
- 5.3 The Chair(if any) of the Board shall preside as Chair at every general meeting but if there shall be no such Chair or if at any meeting they shall not be present at the time appointed for holding the general meeting the authorised representatives present shall elect one of their number to chair the meeting. If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed the member or members present in person or by duly authorised representative (where appropriate) entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of.
- 5.4 The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
- 5.5 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or upon the declaration of the result of the show of hands) demanded by:
- a) the Chair; or
 - b) any Member having the right to vote at the meeting represented by their duly authorised representative(s), proxy or present in person;
- and unless a poll be so demanded a declaration by the Chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may before the poll is taken, be withdrawn.
- 5.6 If a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chair of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 5.7 On a written resolution, every Member has one vote, on a show of hands every Member (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative shall have one vote and on a poll every member present in person or by proxy or a duly authorised representative (as the case may be) shall have one vote.
- 5.8 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.
- 5.9 The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 5.10 A resolution in writing, executed by the requisite number of Members required to pass a resolution and as required by the Statutes, these Articles and/or any relevant agreement shall be valid and take effect as if it had been passed at a meeting duly convened and held. Any such resolution shall be circulated in writing or by electronic form by the Secretary to all Members and shall be accompanied by a statement informing members how to signify agreement to such resolution. A resolution in writing may consist of several instruments in the like form each executed by or on behalf of one or more Members. In the event that the requisite number of signatures required for the resolution to be passed are not returned within 28 days from the date that the resolution was sent to all Members, (and in the event that the written resolution was sent to Members on different days, the last of those days) the resolution shall be deemed not to have been passed by the Members.

6. Directors

- 6.1 The number of Directors shall not be less than 3 and shall not be more than 12. The Directors at any time may act notwithstanding any vacancy in their body, provided always that, in case the Directors shall at any time be reduced in number of less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of calling a general meeting of the Company, but not for any other purpose.
- 6.2 For so long as it remains a Member of the Company Lancashire County Council shall be entitled to appoint up to a maximum of 25% of the total number of Directors (3).
- 6.3 Additionally, for so long as they remain Members, Lancashire County Council shall also be entitled to appoint additional Directors with such experience, skills and knowledge as they consider appropriate and to remove from office any Director so appointed. The process of selection and appointment of Directors by Lancashire County Council will reflect the principles and standards as set out in the UKSport Code of governance.
- 6.4 The powers granted to Lancashire County Council by virtue of Article 6.2 and 6.3 shall be without prejudice to and in addition to their right whilst they are Members to vote at General Meetings on the appointment and removal of Directors.
- 6.5 Lancashire County Council may appoint any person willing to act, to be an alternate Director at any time. Directors other than the Lancashire County Council Directors shall not be entitled to appoint alternate Directors.
- 6.5.1 An alternate director appointed pursuant to Article 6.5 shall be entitled to receive notices of all meetings of Directors and of all meetings of Committees of Directors of which his appointer is a member, to attend and vote at any such meeting at which his appointer is not present, and generally to perform all the functions of his appointer as a Director in his absence.
- 6.5.2 Any appointment or removal of an alternate director shall be by notice to the Company signed by one of the Lancashire County Council Directors making or revoking the appointment or in any other manner approved by the Board.

- 6.6 A Director will initially be appointed for a term of 4 years, with the Board of Directors, in consultation with the Member(s), being able to re- appoint for a second term of office as appropriate. Individuals cannot serve more than 2 terms of 4 years, unless there is a gap period between appointments of 4 years. The Board, in consultation with the Member(s) reserves the right to act in a discretionary manner to provide an extension of up to 1 year for a Director undertaking the Chair function to enable business and leadership continuity and effective transition to the following Board Chair. No Director will serve more than 9 years in total as a Director of the company.
- 6.7 The company has formally adopted a target that the representation of Directors shall be diverse, and will, where possible have a minimum of 30% of each gender serving as Directors.
- 6.8 Save for the payment of reasonable expenses as set out in Article 6.9 below, no salary, remuneration, honorarium or other payments shall be made to any Director.
- 6.9 The Directors, other than Directors appointed by Lancashire County Council or a Director representing a District Council, may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or Committees of Directors or general meetings or otherwise in connection with the discharge of their duties.

7. Powers of the Board of Directors

- 7.1 Subject to the provisions of Article 7.2 below, the business of the Company shall be managed by the Board who may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by statute or by These Presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of These Presents, the provisions of the Statutes for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting; but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- 7.2 Subject to the prior written agreement of Lancashire County Council the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

8. Secretary

- 8.1 The Secretary shall be appointed by the Directors for such time and upon such conditions as they may think fit. The Directors may also from time to time appoint a Deputy Secretary and an Assistant Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary available to act.
- 8.2 The appointment by the Company of a Chief Executive and/or other Executive Officers and the terms and conditions of any such appointments shall be agreed by Lancashire County Council.

9. The Seal

- 9.1 If the Company has a Seal it shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least one Director and the Secretary, or two Directors, or one Director in the presence of a witness or of some other person appointed by the Board for the purpose, and the said Directors and Secretary or other person shall sign every instrument to which the Seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

10. Disqualification of Directors

10.1 The office of a Director shall be vacated:

- a) If a receiving order is made against them or they make any arrangements or composition with his creditors generally;
- b) If they become of unsound mind;
- c) If by notice in writing to the Company they resign their office;
- d) If they cease to be a Director by virtue of any provision of the Statutes;
- e) If they become prohibited by law from being a Director;
- f) In the case of a Director appointed pursuant to Article 6.2 and 6.3 upon receipt of notice that such person has been removed;
- g) If having been so at the time of their appointment, they cease to be a member, officer, employee or representative of the appointing Member;
- h) If they are directly or indirectly interested in any contract with the Company and fails to declare their interest in manner required by the Statutes;
- i) They shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that their office be vacated.

11.Proceedings of the Board of Directors

11.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. A quorum shall consist of 3 Directors for the time being appointed one of which must be a Lancashire County Council Director except that if at any time there shall be less than 3 Directors then the quorum shall be the number of Directors for the time being appointed. Questions arising at any meeting shall be decided by a majority of votes. Each Director shall have one vote. In the case of an equality of votes, the Chair shall have a second or casting vote.

11.2 The Board Chair or not less than two Directors may require the Secretary to convene a Board meeting and, at such time, shall confirm to the Secretary the nature of the business to be considered at such Board meeting.

11.3 The Directors shall be entitled from time to time to appoint a Director as Chair and also one or more Directors as one or more Vice- Chair and to remove from office any Chair or Vice-Chair so appointed. The Chair shall be entitled to preside at all meetings of the Board at which and during the time for which they are present, but if at any meeting the Chair be not present within ten minutes after the time appointed for holding the meeting or is unwilling to preside then the Vice-Chair may preside whilst the Chair shall be absent or unwilling to preside. In the event that at any meeting neither the Chair nor any of the Vice-Chair are present within ten minutes after the time appointed for the holding of the meeting or if none are willing to preside then the Directors present may appoint one of their number to be Chair whilst the Chair and any or both Vice-Chair be absent or unwilling to preside.

11.4 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers, and discretions by or under the regulations of the Company for the time being vested in the Board generally **provided always that** any proposal to amend, change, alter or otherwise vary the business of the Company or to set aside the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes shall require the approval of Lancashire County Council.

- 11.5 The Board may delegate any of their powers to one or more Committees of the Board, and any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such Committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. A quorum for a Committee shall consist of not less than three Directors one of which must be a Lancashire County Council Director.
- 11.6 All acts bona fide done by any meeting of the Board or of any Committee of the Board, or by any person acting as a Director, shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.
- 11.7 The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Company and of the Board and of the Committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 11.8 Subject to Article 11.9 below a resolution in writing signed by a majority for the time being of the Board or of any Committee of the Board (as the case may be) entitled to receive notice of a meeting of the Board or of such Committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such Committee duly convened and constituted.
- 11.9 A resolution referred to in Article 11.8 above shall not be effective unless signed by a Lancashire County Council Director.
- 11.10 Any Director may validly participate in a meeting of the Board or a Committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there be no group which is larger than any other group, where the Chair of the meeting then is.
- 11.11 Subject to the provisions of the Statutes, and provided that he has disclosed to the Directors the nature and extent of any interest of his, a Director notwithstanding his office:
- 11.11.1 may be a party to or otherwise be interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
 - 11.11.2 may be a Director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
 - 11.11.3 may be any firm or company of which a member or Director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested; and
 - 11.11.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate

and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

11.12 For the purposes of **Article 11.11**:

- 11.12.1 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified;
- 11.12.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 11.12.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force when the Company was incorporated) connected with a Director shall be treated as an interest of the Director.

11.13 Whenever a Director has an interest in a matter to be discussed at a meeting of the Directors (or a committee of the Directors) the Director concerned shall subject to any rules or policies of the Company or the terms of any authorisation given by the Directors under **Article 11.14**:

11.13.1 unless the Directors resolve otherwise, the Director shall not be:

- 11.13.1.1 entitled to remain present at the meeting for that item;
- 11.13.1.2 counted in the quorum for that part of the meeting;
- 11.13.1.3 entitled to vote on the matter;

and for the avoidance of doubt where the Director is a Lancashire County Council Director and his interest is in a matter relating to Lancashire County Council, he shall automatically be entitled to the rights at **Articles 11.13.1.1 to 11.13.1.3** (inclusive) notwithstanding a resolution of the Board to the contrary.

11.14 The Directors may, at any time authorise a Director to be involved in a situation in which the Director has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Company ("a conflict of interest") provided that:

- 11.14.1 in the case of a proposed appointment of a person as a Director, the Directors will authorise the conflict of interest before or at the time the Director is appointed to office;
- 11.14.2 in the case of any Director the Directors authorise the conflict of interest at the time the conflict is declared to them;
- 11.14.3 the Director subject to the conflict of interest or any other interested Director shall not vote and shall not be counted in the quorum in respect of the authorisation given under this **Article 11.14** and if he or any other interested Director does vote, those votes shall not be counted;
- 11.14.4 the Directors may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit and in doing so the Directors will act in good faith in such a way that they consider will be most likely to promote the success of the Company;
- 11.14.5 a Director will not be in breach of his duty under sections 172, 174 and 175 of the Companies Act 2006 or the authorisation given by this **Article 11.14** by

reason only that he received confidential information from a third party relating to the conflict of interest which has been authorised by this **Article 11.14** and either fails to disclose it to the Directors or fails to use it in relation to the Company's affairs and neither will be in breach of his duty under the said section 175 for anything done or omitted to be done by him in accordance with the provisions of **Articles 11.12 and 11.13** and;

11.14.6 where approval to a transaction which falls within Chapter 4 of Part 10 of the Companies Act 2006 is given by members in accordance with that Chapter further authorisation for that transaction by the Directors under this **Article 11.14** is not necessary;

11.14.7 for the purposes of **Article 11.14**, "conflict of interest" includes a conflict of interest and a conflict of duty and a conflict of duties;

11.14.8 for the avoidance of doubt where a conflict of interest of a Lancashire County Council Director relates to:

11.14.8.1 any matter relating to his member appointer;

11.14.8.2 a contract or arrangement with any member or a District Council or any authority body or undertaking in the County of Lancashire merely by reason that he or his spouse is a member, officer or employee of any member, or any District Council or is a resident or charge payer in the County of Lancashire;

any such conflict of interest shall be approved by the Directors, or by a resolution of his member appointer. Any refusal or delay by the Board to authorise such a conflict of interest will not in any way affect the validity of the resolution of the relevant member appointer to authorise such conflict of interest.

11.14.9 If, and as a consequence of section 175(6) of the Companies Act 2006 a Director cannot vote or be counted in quorum at a meeting with the Directors then the following shall apply:

11.14.9.1 If the meeting is inquorate then the quorum for the purposes of the meeting shall be reduced by one for each Director who cannot vote or be counted in the quorum; and

11.14.9.2 Notwithstanding Article 11.14.9.1 above if the meeting is still inquorate then it must be adjourned to enable the Members of the Company to authorise any situation in which a Director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

11.15 The Company shall maintain a register of conflicts declared in accordance with this **Article 11**.

11.16 Where the Board considers such attendance worthwhile or necessary to the matters to be transacted at the relevant meeting of the Board, it shall be entitled to invite relevant third parties to attend any meeting of the Board as observers providing that the Secretary has received reasonable prior notification of such attendance and that such third parties agree to be bound by obligations of confidentiality reasonably acceptable to the Company and such observer shall subject to the agreement of the Board be entitled to speak at that meeting of the Board.

11.17 For the avoidance of doubt, no observer shall count in the quorum or be entitled to vote at any meeting of the Board.

- 11.18 If a question arises at a meeting of Directors or of a Committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be determined by those Directors present and entitled to vote (except the Directors concerned) and the decision of those Directors shall be final and conclusive.

12. Accounts

The Board shall from time to time determine whether and to what extent and at which times and places and under what conditions the accounts of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

13. Notices

- 13.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
- 13.2 The Company may give notice to a Member either personally or by sending it by first class post in a pre-paid envelope addressed to the Member at his/her registered address or by leaving it at that address, or by giving it in electronic form to an address for the time being notified to the Company by the Member, or (if he/she has no registered address in the United Kingdom) to or at that address, if any, within the United Kingdom supplied by him/her to the Company for the giving of notices to him/her, but otherwise no such Member shall be entitled to receive any notice from the Company.
- 13.3 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Proof that a notice in electronic form was sent in accordance with guidance issued by Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. Where a notice is sent in electronic form, the notice shall be deemed to have been given at the expiration of 24 hours after the time of transmission.
- 13.4 Where a notice is sent by making it available on a website, the notice shall be deemed to have been given either when it was first made available on the website or when the member received or was deemed to have received notice of the fact that the notice was available on the website.
- 13.5 Where the Statutes permit the Company to send documents or notices to its Members and Directors in electronic form or by means of a website such documents and notices will be validly sent provided the Company complies with the requirements of the Statutes. Subject to any requirements of the Statutes, documents and notices may be sent to the Company in Electronic Form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

14. Winding Up

- 14.1 Every member promises, if the Company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her towards the payment of the debts and liabilities of the Company incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

- 14.2 The members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company, after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways;
- 14.2.1 directly for the Objects; or
 - 14.2.2 by transfer to any company, institution, or charity for purposes similar to the Objects; or
 - 14.2.3 to any company, institution or charity for use for particular purposes that fall within the Objects;
- 14.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Members of the Company (except to a member that is itself a charity) and if no such resolution is passed by the Members (in accordance with Article 14.2) the net assets of the Company shall be applied for charitable purposes as directed by the Court.
- 15. Indemnity**
- 15.1 Subject to the provisions of the Statutes, every Director and officer of the Company, providing they have acted in good faith, shall be indemnified out of the funds and assets of the Company against all liabilities incurred by him/her as such Director or officer in or about the execution of his/her office or otherwise in relation there to.
- 16. Additional Provisions and Liability of Members**
- 16.1 The company's Registered Office is to be situated in England and Wales.
- 16.2 The Objects of the Company are to promote community participation in healthy recreation for the benefit of the inhabitants of the Area and surrounding area and in particular to provide, or to assist in providing, and to promote:
- 16.2.1 public facilities, amenities, equipment and services for healthy recreation;
 - 16.2.2 facilities and services for recreational, sporting or other leisure time occupation in the interests of social welfare for the public at large or those who by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances, have need of such facilities and services;
 - 16.2.3 the improvement and preservation of good health and well-being through participation in healthy recreation;
 - 16.2.4 education, training, and coaching courses which promote physical health and fitness;
 - 16.2.5 to support and assist residents in deprived neighbourhoods and / or social housing areas who are at risk of social exclusion to improve their social and employment prospects through sporting, environmental and other activities working with partners and other relevant organisations as deemed appropriate.
- 16.3 In furtherance of the Objects but not further or for any other purpose, the Company shall have the following **Powers**:
- 16.3.1 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights and privileges (subject to such consents as may be required by law) which the Company may think

necessary for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary for the work of the Company;

- 16.3.2 employ such staff, who shall not be Directors of the Company, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- 16.3.3 to obtain, collect, and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method and to accept and to receive gifts of property of any description (whether subject to any special trust or not); provided that in raising such funds the Company shall to any relevant statutory regulations;
- 16.3.4 apply to any Government, public bodies, corporations, companies or persons whether in the United Kingdom or abroad, for any grants of money, and any grants of land, donations, gifts, subscriptions and other assistance and to conform to any proper conditions upon which such grants, gifts or other payments may be made;
- 16.3.5 to undertake to establish or support any charitable trusts which may be conducive to any of the objects of the Company and to act as Directors and accept as such specific tasks or responsibilities including advisory functions providing they shall be for the advancement of the objects of the Company;
- 16.3.6 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advise them;
- 16.3.7 to borrow or raise any money that may be required by the Company on such terms as may be deemed advisable and to grant security by way of bond, mortgage, bond and disposition in security, charge, debenture or otherwise over and apart of the Company's property and assets (present and future) of the Company or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description;
- 16.3.8 to invest the moneys of the Company not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents(if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 16.3.9 to purchase or otherwise acquire for any estate or interest any property or assets or any concessions, licences, grants, patents, trademarks, or other exclusive or non- exclusive rights of any kind which may appear to be necessary or convenient for any business of the foregoing in such manner as may be though expedient;
- 16.3.10 to draw, make, accept, endorse, discount, negotiate, execute and issue, and to buy sell and deal with bills of exchange, promissory notes and other negotiable or transferable instruments, and to operate bank accounts in the name of the Company;
- 16.3.11 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 16.3.12 to lend money and guarantee or provide security (whether by personal covenant or by mortgage or charge) for the performance of the contracts or obligations of any Company, firm, person, having charitable object;

- 16.3.13 to sell, lease, grant licences, easements and other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit;
- 16.3.14 to federate, amalgamate, or affiliate with or subscribe to or have affiliated with itself and a charitable body whose objects are in general respects similar to the Objects of the Company, and to acquire and undertake all or any part which may lawfully be taken over of the assets, liabilities and engagements of any such body;
- 16.3.15 to provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they maybe guilty in relation to the Company: Provided that any such insurance shall not extend any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Directors;
- 16.3.16 to do all such lawful and charitable things as shall further the attainment of the above Objects, or any of them.
- 16.4 None of the Objects nor any of the Powers shall be restrictively construed but the widest interpretation shall be given to each such Object and Power, and none of such Objects and Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Object or Objects or Power or Powers (as applicable) or by reference to or inference from the name of the Company.
- 16.5 None of the Objects or Powers shall be deemed subsidiary or ancillary to any of the Objects or Powers and the Company shall have as full a power to exercise each and every one of the Objects and Powers as though each such sub-clause contained the Objects of a separate company.
- 16.6 The liability of the members is limited to £1.
- 16.7 Subject to the provisions of **Article 16.8** the profits, incomes and property of the Company, where so ever derived, shall be applied solely towards the promotion of the Objects, and no portion of the Company's income or property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company.
- 16.8 Nothing in these Articles shall prevent any payment in good faith by the Company:
 - 16.8.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
 - 16.8.2 of interest or capital in respect of money lent by any member of the Company or Director of the Company;
 - 16.8.3 of reasonable and proper rent or licence fee for any premises demised, let or licensed by any member of the Company or Director of the Company;
 - 16.8.4 of fees remuneration or other benefit in money or monies worth to a company of which a member of the Company or a Director may be a member; or
 - 16.8.5 to any Director of reasonable out of pocket expenses properly incurred in

connection with the business or undertaking of the Company.