

Companies Acts 1985 to 2006

Company limited by guarantee

MEMORANDUM OF ASSOCIATION

of

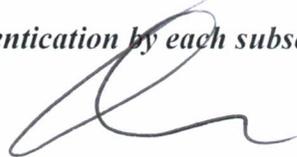
BRITISH BLIND SPORT

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

KENNETH IAN NASH

Authentication by each subscriber



Date *10TH JUNE 2016*

MEMORANDUM OF ASSOCIATION

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ARTICLES OF ASSOCIATION OF
BRITISH BLIND SPORT

1. Objects

1.1 The **Objects** of the **Charity** are to provide or assist in the provision of opportunities for sport, recreation and leisure time activities for people who are blind or partially sighted (together known as Visually Impaired and hereinafter referred to as “VI”) in the interest of social welfare and with the object of improving the conditions of life for such persons having need of such facilities as aforesaid by reason of their disablement including without limitation.

1.2 This provision may be amended by **special resolution** but only with the prior written consent of the **Commission**.

2. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

2.1 to be the leading voice for VI people across the UK in sport and recreation, advocating and influencing the provision of sport, recreation and leisure activities in the interests of social welfare to improve quality of life.

2.2 Promote, support, organise and assist sporting and recreational activities for

the VI so that more opportunities are available in a wide range of sports and activities at a local and regional level, especially for the young in schools and colleges.

- 2.3 Represent the interests of the VI of all ages and abilities, in all matters relating to sporting, recreational and leisure time activities.
- 2.4 Distribute as appropriate information with regard to international sporting events for the VI and to assist in the participation of the VI in any duly sanctioned international competition.
- 2.5 Encourage VI persons to participate in sporting, recreational and leisure time activities wherever an individual or group wishes, and if possible, integrate into clubs primarily for able-bodied people.
- 2.6 As the International Blind Sport Association's (IBSA) representative organisation in the UK and as such, IBSA request all sight classifications for domestic and international sporting activity are channelled through the Charity.
- 2.7 The Charity provides a Sight Classification service for its members, other sporting governing bodies and individuals. Sight Classification is free to its members. For non-members, an administration charge is payable. Sight classification is required for domestic and international purposes to determine the sight of an athlete and to ensure that they are participating on an equal playing field. The rules of the sight classification system are in line with IBSA and IPC and are based on medical information provided by the athlete. The sight classification provided by the Charity is a guide only and carried out by trained volunteer Ophthalmologists. The Charity has the right to refuse a sight test if it feels it is correct to do so.

- 2.8 Raise awareness of the needs of the VI and to ensure these needs are considered when programmes of sporting, recreational and leisure time activities are arranged within the community.
- 2.9 Act in an advisory capacity to governing bodies of sport, national sporting organisations, and other authorities, organisations and clubs to ensure that they have the necessary knowledge and information for the provision of programmes, amenities and instruction for the VI.
- 2.10 Publicise, by all available means, the aims and objects and activities of the Charity in order to further the objects of the Charity.
- 2.11 Offer an advisory service to the VI in all sporting and recreational activities and provide a source of encouragement and ideas, and a central point of communication and information.
- 2.12 Act as a central point of communication, dissemination and sharing information with other bodies having similar objects whether in this country or overseas.
- 2.13 to provide advice or information;
- 2.14 to carry out research;
- 2.15 to co-operate with other bodies;
- 2.16 to support, administer or set up other charities;
- 2.17 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 2.18 to borrow money;
- 2.19 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.20 to acquire or hire property of any kind;

- 2.21 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.22 to set aside funds for special purposes or as reserves against future expenditure;
- 2.23 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.24 to delegate the management of investments to a financial expert, but only on terms that:
- (a) the investment policy is set down **in writing** for the financial expert by the Trustees;
 - (b) timely reports of all transactions are provided to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (g) the financial expert must not do anything outside the powers of the Charity;

- 2.25 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.26 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 2.27 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.28 subject to **Article** 6.3, to employ paid or unpaid agents, staff or advisers;
- 2.29 to enter into contracts to provide services to or on behalf of other bodies;
- 2.30 to establish or acquire subsidiary companies;
- 2.31 to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 3.2 The subscribers to the **Memorandum** (being the first **Members**) are also the first Trustees. Subsequent Trustees are elected by the Members or co-opted by the Trustees.
- 3.3 The Trustees when complete consist of at least 3 and not more than 9 individuals over the age of 18, all of whom must support the Objects.
- 3.4 A Trustee may not act as a Trustee unless he/she
 - (1) is a Member; and

(2) has signed a written declaration of willingness to act as a charity trustee of the Charity.

3.5 The board of Trustees shall consist of the following members.

The Chair (elected at the AGM)

The Vice Chair (elected at the AGM)

The Treasurer (elected at the AGM)

6 trustees, 3 of whom are elected by the AGM and 3 of whom are co-opted by the Trustees and approved at the AGM.

3.5.1 At least 3 Trustees, in any position, shall be active members of the Charity's different Specialist Sports Sections. Active members of Sports Sections to be defined as current participants, coaches, officials, volunteers or committee members within their Sports Section.

3.5.2 The co-opted Trustees shall have the same status and powers as the elected Trustees.

3.5.3 The Trustees must appoint, from their number, a Safeguarding (Child Protection) lead.

3.5.4 The Chief Executive of the Charity shall attend Trustee Meetings in an ex-officio basis.

- 3.5.5 Trustees shall each serve on the board for a period of up to 3 years, with one third of the Trustees retiring annually. The Chair & Vice Chair of the Charity must be elected on separate years, other than that any other 3 board positions can be up for election in any year.
- 3.5.6 Trustees shall be eligible for re appointment for further terms.
The Trustees shall manage the process of securing nominations for membership to the Board and seek approval from the membership at the AGM each year.
- 3.5.7 The Chair, Vice-Chair and Treasurer of the Trustees shall be elected by the members at the AGM. The tenure of each of these positions shall be 3 years, but the person appointed shall be eligible for re-appointment for further terms.
- 3.5.8 The Chair, Vice-Chair and Treasurer may be nominated by any member of the organisation, by a specialist committee or by the Board, in accordance with the nominations process outlined in para 5.1.3. In the event that no nominations are received, nominations for these 3 roles may be made by the members at the AGM.
- 3.5.9 The Chair and Vice Chair shall be ex-officio members of all committees.
The Treasurer will be responsible for ensuring that the financial transactions of the Charity are within the law and follow the Financial Regulations established by the Charity and approved by the Trustees.

3.5.10 The Charity may appoint Patrons that are honorary and non-executive positions.

The Patrons shall not serve on any committees of the BBS but can take up membership of Charity and as members will have individual voting rights at General Meetings. The appointment of Patrons shall be considered by the Board and then put to the AGM for approval. The Patrons shall continue in these positions until such time as they decide to relinquish them or are unable or unwilling to fulfil their obligations, or the Board so determines.

3.6 The National VI Sports Development Forum is a sub-committee of the Board and shall act within the powers delegated to it by the Board as outlined within these roles and responsibilities.

3.6.1 Role of the National VI Sports Development Forum (VISDF)

The **role** of the VISDF is to:

- Liaise with National Governing Bodies and external sports development agencies to ensure that funding and programme opportunities for VI sport are maximised
- Provide a networking opportunity and point of information for the Charity's members to ensure they are up to date with latest policy and programme initiatives
- Act as the link between the Board and the Specialist Committees
- Co-ordinate, initiate, and provide opportunities for VI sportsmen and sportswomen to participate in sporting and recreational activities at all levels and ensure that they have sufficient information to enable them to do so
- Link with schools, Colleges, Universities and ensure that VI people in educational facilities have information regarding sporting opportunities

- Interact with Charity members and with the Board on matters of sport development.
- Act on the responsibilities outlined below.

3.6.2 Responsibilities of the National VI Sports Development Forum (VISDF)

The responsibilities of the VISDF are to:

- Prepare and agree an annual programme of sports activity with associated budgets for presentation to the Board.
- Administer and allocate any such funds as are delegated to it by the Board, or that are allocated to sports development by external agencies, within any guidelines contained in the financial policy.
- Refer to the Board matters of policy, proposed financial expenditure (above any delegated limit) or decisions which would conflict with the objects of the Charity.
- Review existing sports programmes developed by individual Sports or other Specialist Committees, and introduce opportunities within additional sports at all levels and all age groups.
- Act as a forum for networking between members and between the Charity and other organisations
- Develop a policy for the establishment of VI Sports Clubs.
- Develop a policy and programme for introducing VI sports in those areas of the UK where such activities are scarce or absent.
- Uphold education and training on anti-doping issues
- Determine and resolve any technical matters relating to sports
- Determining and upholding the principles of fairness of competition

- Relate to external bodies on sporting matters, particularly technical and sight classification issues, as relevant to national and international competition.
- Recommend to the Board, selections for Charity National Teams and management, for multi-sport International Competitions.
- Recommend to the Board, Charity representatives for membership of international technical and other sports bodies
- Evaluate the roles and responsibilities of the VISDF and where appropriate recommend changes to the Board.
- Undertake any other relevant function as identified by the Board.

The VISDF may at any time select a sub-group of its members to form such special or standing committees as it may deem necessary and they shall determine their terms of reference, powers, duration and composition. All acts and proceedings of such special or standing committees shall be reported back to the VISDF as soon as possible.

3.6.3 Frequency and Style of Meetings

The NVISDF shall meet at least twice annually on pre-arranged dates and times at venues of its own choosing. Meetings shall include informal networking opportunities and input by external bodies as well as issues raised by members.

The VISDF will be chaired by the Chief Executive of the Charity or nominated BBS staff representative (in the absence of the CEO) with the support of a representative of the BBS Board.

The group may also elect its own Secretary. In the absence of a Secretary the Chair will assume responsibility for the administration of meetings.

Any member of the VISDF may submit a paper for discussion, and this should be received by the Secretary at least 21 working days before the meeting.

The agenda and supporting papers shall be circulated to members at least 7 working days in advance of the meeting. The accidental failure to give notice to any such person shall not invalidate the proceedings at the meeting.

As standing items the agenda shall include a Financial Report and a report from the Board, each Sports Committee and the PE Group, and updates from external organisations such as Sport England, the Youth Sport Trust, and NGBs.

Exceptional agenda items shall only be accepted at the meeting with the agreement of the majority of the members present.

The VISDF shall have the authority to delegate the power to one of its members or a small group of members to act on behalf of the group. A further standing item on the agenda of VISDF Meetings shall include a report of all actions and decisions taken by any groups that have been delegated powers to act on behalf of the VISDF.

A copy of the minutes of each meeting of the VISDF shall be circulated to Board Members and lodged at the BBS head office within 30 days of each meeting. The minutes of the VISDF shall be reported to the next meeting of the Board.

3.6.4 Membership and appointment of VISDF Members

The VISDF shall be made up as follows:

- The Chief Executive of the Charity who will act as Chair of the VISDF
- At least one representative from the BBS board
- Representation from BBS sport development staff team

A representative from each Charity Specialist Committee – Nominated by the committee and usually the Chairperson

- The Charity Safeguarding Officer - Appointed by the board
- Co-opted members as appropriate from external sport organisations

Only Individual members of Charity shall be eligible to serve as members on the VISDF. Any non-member co-opted to the VISDF shall be required to become an Individual member of the Charity.

The VISDF has the power to co-opt additional members where the need for specific expertise or knowledge arises, or to request external speakers to attend meetings.

Membership of the VISDF will be confirmed each year at the first meeting of the Board following the AGM. Nominations will be made as per para 5.1.3 and shall be received by the CEO by the date of the AGM each year or at least 14 days prior to the first Board meeting following the AGM whichever is the earliest. Members of the VISDF shall serve for 1 year and may be eligible for reappointment for further terms.

3.7 Specialist Committees, for example Sports Committees, the PE Group, and others established as appropriate, are sub-committees of the Board and shall act within the powers delegated to them by the Board as outlined within these roles and responsibilities. They are accountable to the Board through the VISDF and shall

report to the VISDF.

There may be as many Specialist Committees as required and as approved by the Board. Other Committees that may prove necessary to establish might include, for example, child protection, PR and marketing, fundraising, and classification.

The VISDF will devise the criteria for establishing new committees, dependent on national Sport England policy and funding for VI sport through NGBs.

3.7.1 Role of the Specialist Committees:

The role of each Specialist Committee is to:

- Take the lead for their specialist area, and make strong and effective partnerships with sports specific National Governing Bodies of Sport and other national agencies relevant to the Committee's area of specialism. For sports committees, this means working on a joint plan for VI sport with the relevant NGB.
- Manage the co-ordination and delivery of opportunities for VI sportsmen and sportswomen to participate in sporting and recreational activities at all levels and ensure that they have sufficient information to enable them to do so.
- To liaise with and report to the VISDF on all matters relating to sports specific planning and delivery and to make recommendations to the VISDF on any issues of planning, policy or disputes.
- Act on the responsibilities outlined below.

3.7.2 Responsibilities of the Specialist Committees:

The responsibilities of each Specialist Committee are to:

- Select representatives to represent Britain or Individual countries at single

discipline events for VI competitors

- Select Management and support staff for teams and groups of competitors participating in single discipline International events.
- Plan and organise events within their sport, ensuring that these cater for existing participants and the development of new participants
- Developing rules and regulations in cooperation with the participants
- Provide technical, administrative, or other expertise within their sport.
- Prepare budget forecast submissions to the VISDF for approval.
- Manage income and expenditure accounts in line with BBS Financial Policy and report these to VISDF annually or as required
- Apply for any grants which may be available to support programmes or individual athletes or ensure that the athletes have adequate information to apply themselves

3.7.3 Frequency and Style of Meetings

Each Specialist Committee shall meet at least twice annually on pre-arranged dates and times at venues of its own choosing

In the absence of the Chair, the meeting shall be chaired by the Vice Chair and if the Vice Chair is not present, the members may elect an acting chair for the meeting.

The group may also elect its own Secretary. In the absence of a Secretary the Chair will assume responsibility for the administration of meetings.

Any member of the Committee may submit a paper for discussion, and this should be received by the Chair of the Committee at least 14 working days before the meeting.

The agenda and supporting papers shall be circulated to members at least 7 working days in advance of the meeting. The accidental failure to give notice to any such person shall not invalidate the proceedings at the meeting.

Exceptional agenda items shall be accepted at the meeting with the agreement of the majority of the members present.

A copy of the minutes of each meeting of the Specialist Committee shall be circulated to Committee members and lodged at the office of the Charity within 30 days of each meeting. The minutes of each Specialist Committee shall be reported to the next meeting of the VISDF.

3.7.4 Appointment of Sports Committee Members

Each Specialist committee will usually consist of a minimum of 4 and a maximum of 10 members

The Chair of each Specialist Committee shall be elected at their own Sport Section AGM. Each committee shall elect its own Vice Chair each year.

Notifications of interest to serve on a Specialist committee should be communicated to the Chair of the group. Members of a Specialist committee may be co-opted to the group at any time.

Only Individual members of the Charity shall be eligible to serve as members on a specialist committee. Any non-member co-opted to a committee shall be required to become an Individual member of the Charity.

Membership of a committee shall be confirmed each year at the first meeting of the group following the AGM and reported to the VISDF at its next meeting.

Members of a committee shall serve for 1 year and may be eligible for reappointment for further terms

- 3.8 A retiring Trustee who is eligible under these Articles may be reappointed.
- 3.9 A Trustee's term of office as such automatically terminates if he/she:
- (a) is disqualified under the Charities Act from acting as a charity trustee;
 - (b) is incapable, whether mentally or physically, of managing his/her own affairs;
 - (c) is absent without notice from 4 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or
 - (d) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - (e) is removed by the Members at a general meeting under the Companies Act.
- 3.10 The Trustees may at any time co-opt any individual who is eligible under Article 3.3 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.3) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 3.11 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

4. Trustees' proceedings

- 4.1 The Trustees must hold at least 4 meetings each year.
- 4.2 A quorum at a meeting of the Trustees is 3 Trustees.
- 4.3 A meeting of the Trustees may be held either in person or by suitable

electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

- 4.4 The **Chairman** or (if the Chair is unable or unwilling to do so) the Vice Chair or (if the Vice Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution **in writing** agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**.
- 5.2 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to

the Trustees. Provided that this shall not apply to the charity's Specialist Sports Committees.

- 5.3 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 5.4 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.5 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 5.6 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.7 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members.

6. Benefits and Conflicts

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - (1) Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and,
Subject to compliance with Article 6.4:
 - (2) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
 - (3) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

- (4) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.

6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (1) as mentioned in Articles 6.1 or 6.3;
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (3) the benefit of **indemnity insurance** as permitted by the Charities Act;
- (4) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (5) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2(5), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

- (1) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

- (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
- (3) no more than half of the Trustees are subject to such a contract in any financial year.

6.4 Subject to Clause 6.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Charity, or
- (3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or

(4) refrain from taking any step required to remove the conflict.

6.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

7.2 The Trustees must also keep records of:

- (1) all proceedings at meetings of the Trustees;
- (2) all resolutions in writing;
- (3) all reports of committees; and
- (4) all professional advice obtained.

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

7.4 A copy of the Charity's **constitution** and latest available statement of account

must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

- 7.5 The Charity may appoint Patrons that are honorary and non-executive positions. The Patrons shall not serve of any committees of the Charity but can take up membership of the Charity and as members will have individual voting rights at General Meetings. The appointment of Patrons shall be considered by the Board and then put to the AGM for approval. The Patrons shall continue in these positions until such time as they decide to relinquish them or are unable or unwilling to fulfil their obligations, or the Board so determines.
- 7.6 The National VI Sports Development Forum is a sub-committee of the Board and shall act within the powers delegated to it by the Board as outlined within these roles and responsibilities.

8. Membership

- 8.1 The Charity must maintain a register of Members.
- 8.2 The subscribers to the Memorandum are the first Members.
- 8.3 **Membership** is open to any person interested in furthering the Objects and approved by the Trustees.
- 8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.5 Membership is not transferable.
- 8.6 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

8.7 Honorary Life Membership of the Charity may be conferred by the Charity on any person who has rendered special service to VI sport.

Nominations for Honorary Life Membership may be made by any individual in membership of the Charity, by any recognised Charity committee or by the Board.

Nominations will be considered by the AGM for approval.

Honorary Life Membership shall only be conferred on an individual if the proposal is supported by two thirds of the maximum number of eligible votes at the General Meeting at which the nomination is considered.

Individuals serving on the Board in any capacity shall not be eligible for Honorary Life Membership provided however that Honorary Life Members may be nominated for and elected to positions on the Board.

8.8 The Board has the right to suspend a current member if it feels that the member does not abide by the terms of this Constitution, or does not uphold the objects of the Charity or brings or may bring the Charity into disrepute provided that the individual member concerned or the individual representing such organisation (as the case may be) shall have the right to be heard by the Board before a final decision is made.

8.9 Individuals intending to withdraw from membership of the Charity should intimate their intentions in writing to the Charity.

9. General Meetings

9.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).

- 9.2 General meetings are called on a minimum of at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of votes able to be cast is at least fifteen in person or by proxy.
- 9.4 The Chair shall act as Chair of any general meeting but in his or her absence, the Vice Chair shall act as Chair but in his or her absence, a Chair will be elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Each Specialist Sports Committee represented by its delegate or by proxy has six votes on each issue.
- 9.8 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.9 Except at first, the Charity must hold an **AGM** in every year. The first AGM must be held within 18 months after the Charity's incorporation. The Charity may (but need not) hold an AGM in any year.
- 9.10 Members must annually:
- (1) receive the accounts of the Charity for the previous **financial year**;
 - (2) receive a written report on the Charity's activities;

- (3) be informed of the retirement of those Trustees who wish to retire [or who are retiring by rotation];
- (4) elect Trustees to fill the vacancies arising;
- (5) appoint reporting accountants or auditors for the Charity;

9.11 Members may also from time to time

- (1) confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and
- (2) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.12 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), this also can be done by at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 11.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

- 11.2 payment of the costs, charges and expenses of winding up; and
- 11.3 the adjustment of rights of contributors among themselves.

12. Communications

- 12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
 - (1) by hand;
 - (2) by post;
 - (3) by suitable electronic means; orthrough publication in the Charity's newsletter [or on the Charity's website].
- 12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - (1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
 - (2) two clear days after being sent by first class post to that address;
 - (3) three clear days after being sent by second class to that address;
 - (4) immediately on being handed to the recipient personally;or, if earlier,
 - (5) as soon as the recipient acknowledges actual receipt.
- 12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

- 13.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - (3) in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 13.2 A final report and statement of account must be sent to the Commission.
- 13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.
- 13.4 Nothing in this Memorandum of Association shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

14. Interpretation

- 14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 14.2 In the Articles, unless the context indicates another meaning:
- ‘AGM’ means an annual general meeting of the Charity;
 - ‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;
 - ‘Beneficiaries’ means the beneficiaries of the Charity as defined by the objects;
 - “Board” the board of Trustees

‘Chair’ means the chairperson of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Acts 1992 to 2006;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘the Companies Act’ means the Companies Acts 1985 to 2006;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

‘Connected Person’ means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

‘custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘electronic means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘financial expert’ means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘material benefit’ means a benefit, direct or indirect, which may not be financial but has a monetary value;

‘Member’ and ‘Membership’ refer to company Membership of the Charity;

‘month’ means calendar month;

‘nominee company’ means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;

‘the Objects’ means the Objects of the Charity as defined in Article 1;

‘Resolution in writing’ means a written resolution of the Trustees;

‘Secretary’ means a company secretary;

‘**special resolution**’ means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;

‘taxable trading’ means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

‘Trustee’ means a director of the Charity and ‘Trustees’ means the directors;

‘written’ or ‘in writing’ refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘written resolution’ refers to an ordinary or a special resolution which is in writing;

‘year’ means calendar year.

- 14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 14.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.