Company number: 14063768

The Companies Act 2006

Company Limited by Guarantee and not

having a Share Capital

Articles of Association*

of

Northumberland County Rugby Ltd

***Adopted by Special Resolution passed on** 4th July 2023

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1. Definitions and Interpretation

1.1 In these Articles, unless the context requires otherwise:

Annual General Meeting	has the meaning given in Article 16 (Annual General Meeting);
Articles	means these articles of association of the Company;
Board	means the board of Directors of the Company;
CA 2006	means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force;
Chair	means the person from time to time appointed as chair of the Company in accordance with these Articles;
Company	means the company intended to be regulated by these Articles;
Circulation Date	in relation to a written resolution has the meaning given in Section 290 of the CA 2006;
Clear Days	in relation to the period of a notice means the 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;

Companies Acts has the meaning given to it in Section 2 of the CA 2006 insofar as the Companies Acts apply to the Company;

Connected Person in relation to a Director means any person falling within 1 (one) or more of the following categories:

(a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild of a Director;

(b) the spouse or civil partner of any person in paragraph (a) above;

(c) any person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is referred to in paragraph (a) or (b) above;

(d) any company, partnership, limited liability partnership or firm of which a Director is a paid director, member, partner or employee or a shareholder holding more than 1 (one) per cent of the issued share capital;

(and in relation to a Director **Connected** has a corresponding meaning);

Directors means the directors of the Company (and **Director** has a corresponding meaning);

Document	includes a summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
Elected Director	means a Director elected in accordance with Article 40 (Elected Directors) but excluding the Chair and the Secretary;
Electronic Form and **Electronic Means**	have the meanings respectively given to them in Section 1168 of the CA 2006;
Executed	includes any mode of execution;
Game	means rugby union;
Hard Copy and **Hard Copy Form**	have the meanings respectively given to them in Section 1168 of the CA 2006;
Honorary Life Member	means a member who is appointed as an honorary life member at the Annual General Meeting under Article 16.2.7;
Laws of the Game	means the laws of the Game as prescribed from time to time by World Rugby;
member	means: (i) a Voting Member; (ii) a Non-voting Member; (iii) an Honorary Life Member;
Memorandum	means the memorandum of association of the Company;
Non-voting Member	means a member of the Company who is neither a Voting Member nor a legal member for the purposes of CA 2006;

NRFU	means Northumberland Rugby Football Union Limited (company number 07739092);
Office	means the registered office of the Company;
Officers	includes the Directors, the company secretary (if any) and any managers of the Company;
Participant(s)	means participant(s) in the sport of rugby union including players, referees, coaches, clubs, schools, universities, colleges, educational establishments (each affiliated to the RFU) and others involved in the Game;
President	means the person from time to time appointed as president of the Company in accordance with these Articles;
Public Holiday	means Christmas Day, Good Friday and any day that is a public holiday or a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered;
Relevant Date	means the date on which the Company acquires the NRFU Undertaking (as defined in Article 4.1);
RFU	means the Rugby Football Union, being the national governing body of the game in England, a society registered under the Co-operative and Community Benefit Societies Act 2014 with registered number 27981R which is the governing body of rugby union within England) of Rugby House, Twickenham Stadium, 200

	Whitton Road, Twickenham, Middlesex TW2 7BA (or its successor body);
Secretary	means the person from time to time appointed as secretary of the Company in accordance with these Articles who shall also be the company secretary for the purposes of the Companies Acts;
Voting Member(s)	means a legal member of the Company for the purposes of the Companies Acts (and Voting Membership shall be construed accordingly);
World Rugby	means World Rugby Limited, World Rugby House, 8-10 Pembroke Street Lower Dublin 2, Ireland (or its successor body);
Writing	includes the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 Words importing the masculine gender only shall include the feminine and neuter gender. Use of the singular includes the plural and vice versa.

1.3 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts as in force on the day on which these Articles become binding on the Company.

1.5 Subject to Article 1.4 above any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it.

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

2. **Name and Office**

2.1 The name of the Company is 'Northumberland County Rugby Ltd' save that the Company's name may be changed by special resolution of the Voting Members.

2.2 The Company's Office is to be situated in England and Wales.

3. **Objects**

The Company's objects (**Objects**) are to promote participation in and to support the growth of the Game in the county of Northumberland (**County**), by (without limitation to the generality of the foregoing) providing support, assistance, governance and administration to Participants in membership of the Company.

4. **Exercise of Powers**

In furtherance of the Objects but not otherwise the Company may exercise the following powers:

4.1 to acquire certain assets and such part of the undertaking of NRFU as relate to the furtherance of the Objects (the **NRFU Undertaking**); and

4.2 to indemnify NRFU, its officers, its members, the members of any of its sub-committees, against all costs, claims, demands, actions and proceedings relating to the NRFU Undertaking acquired in accordance with Article 4.1 and in respect of the costs and expenses and outgoings from or attributable to the transfer of the NRFU Undertaking;

4.3 to encourage and facilitate the playing of the Game in accordance with the laws of the RFU and World Rugby;

4.4 to administer, provide for, organise and deal with the affiliation and registration of Participants, leagues, cup competitions, tournaments and friendly matches;

4.5 to provide sports coaching and training, the hosting of matches and organisation of related activities;

4.6 to take steps as shall be thought necessary to prevent infringement of the Laws of the Game or any improper methods of practices of the Game;

4.7 to make, adopt, vary and publish rules for regulation of the Game within the County or such other area as the Directors shall determine;

4.8 to support the principle of fair play in the Game by encouraging everyone involved to show respect to each other and to behave in a sporting manner both on and off the field;

4.9 to promote, foster, develop and support organisations designed to promote, foster, develop and support the Game, including playing, training and regulation of players, coaches and referees, the promotion of sportsmanship, the advancement of sciences and medicine as they apply to the Game and in any way in relation to all other aspects of the Game;

4.10 to cooperate with the RFU in all matters relating to the Game including compliance with the rules from time to time of the RFU;

4.11 to promote and carry out research;

4.12 to provide information, advice and guidance;

4.13 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;

4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Company;

4.15 to accept or disclaim gifts of money or any other property;

4.16 to raise funds and to invite and receive contributions (provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations);

4.17 to purchase, take on, lease, acquire, alter, improve, construct and maintain property and equip it for use;

4.18 to sell, charge, let, mortgage or otherwise dispose of property and buildings (subject to such consents as may be required by law);

4.19 to 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 provisions for the payment of pensions and superannuation to staff and their dependants;

4.20 to support or establish or aid in the establishment of any trusts, associations or institutions formed for all or any of the Objects;

4.21 to acquire, merge, collaborate, amalgamate or co-operate with other bodies operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;

4.22 alone or with other organisations to seek to influence public opinion and to make representations to and to seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations;

4.23 to insure the property of the Company against any foreseeable risk and to take out other insurance policies to protect the Company and the Directors and other Officers;

4.24 to establish or acquire subsidiary companies to assist or act as agents for the Company or to carry on trading activity;

4.25 to borrow money and give security for loans;

4.26 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to delegate the management of investments to a financial expert or experts;

4.27 to deposit or invest funds (subject to Article 4.26 above), to employ or engage a financial expert or experts and to arrange for the investments or other property of the Company to be held in the name of a nominee;

4.28 to deposit documents or other physical assets with any company or other body registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required;

4.29 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 and the maintenance of a policy of indemnity insurance (as the Directors may require from time to time in accordance with Article 4.23 above);

4.30 to apply the capital or income of the Company:

4.30.1 to make loans (either free of interest or at such rate(s) of interest and on such terms as the Directors shall at their sole discretion decide) of such amount as the Directors may determine in each case to any person(s), association, club, company or other organisation in the territory specified in Article 3 (Objects) above for the purpose of (but not restricted to) establishing, improving or developing their chosen sport, club, league or other association or for any other purpose approved by the Directors; and

4.30.2 to make grants, prizes, awards, scholarships or bursaries to such person(s), association, club, company or other organisation in furtherance of the Company's Objects as the Directors shall at their sole discretion decide for the purpose of (but not restricted to) establishing, improving or developing their chosen sport, club, league or other association or for any other purpose approved by the Directors;

4.31 to set aside income for special purposes or as a reserve against future expenditure;

4.32 to do all such other lawful things as may further the Objects or any of them.

5. **Income and Expenditure**

5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.

5.2 Except as provided below, no part of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Company. This shall not prevent any payment in good faith by the Company of:

5.2.1 a payment or benefit to any member of the Company in their capacity as a beneficiary of the Company;

5.2.2 fees, remuneration or other benefit in money or money's worth to any company of which a member of the Company may also be a member holding not more than 1 (one) per cent of the issued share capital of that company;

5.2.3 reasonable and proper remuneration to any member of the Company for any goods or services supplied to the Company (excluding any services supplied by the member under a contract of employment with the Company);

5.2.4 of interest on money lent by any member of the Company at a reasonable and proper rate;

5.2.5 of reasonable and proper rent or hire fee for premises demised or let or hired out by any member of the Company.

5.3 A Director may receive only the following payments or benefits from the Company:

5.3.1 a Director may receive a payment or benefit from the Company in their capacity as a beneficiary of the Company;

5.3.2 a Director may be reimbursed for any reasonable and proper out of pocket expenses incurred when acting on behalf of the Company;

5.3.3 a company may receive fees, remuneration or other benefit in money or money's worth of which a Director may also be a member holding not more than 1 (one) per cent of the issued share capital of that company;

5.3.4 a Director may receive reasonable and proper remuneration to for any goods or services supplied to the Company (excluding the service of acting as Director and any services performed under a contract of employment with the Company);

5.3.5 a Director may receive interest on money lent to the Company at a reasonable and proper rate;

5.3.6 a Director may receive a reasonable and proper rent or hire fee for premises demised or let or hired out to the Company;

5.3.7 a Director or other Officer of the Company may receive payment under an indemnity from the Company in accordance with Article 50 (Indemnity) below;

5.3.8 the Company may pay reasonable and proper premiums in respect of directors' and officers' liability insurance effected in accordance with Article 4.23 above; or

5.3.9 a Director may receive or retain any other payment or benefit authorised by ordinary resolution of the members,

provided that in the case of any benefit conferred on a Director under this Article 5.3 the relevant Director must comply with Article 31 (Conflicts of Interest) below.

5.4 For the avoidance of doubt, no Director(s) of the Company shall be paid a salary, bonus fee or other remuneration solely for acting in their capacity as a Director.

6. **Liability of Members**

The liability of the members is limited.

7. **Members' Guarantee**

7.1 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while they are a member or within 1 (one) year after they cease to be a member.

7.2 The items for which every member undertakes to contribute are:

7.2.1 payment of the Company's debts and liabilities contracted before they cease to be a member

7.2.2 payment of the costs, charges and expenses of winding up; and

7.2.3 adjustment of the rights of the contributories among themselves.

8. **Residual Assets**

8.1 At any time before, and in expectation of, the winding up or dissolution of the Company the members of the Company or, subject to any resolution of the members, the Directors may 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 the dissolution or winding up of the Company be applied or transferred to any sporting institution or institutions for purposes similar to the Objects or the objects of the RFU for use in community-related activities.

8.2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 8 (Residual Assets) (except to any member which is itself a sporting institution chosen to benefit under this Article 8 (Residual Assets)).

9. **Affiliation**

9.1 Subject to these Articles and the general law, the Company shall (as the case may be) become a member of or affiliate to the RFU and any constituent body designated to it by the RFU and the Company shall comply with and uphold the rules and regulations of the RFU and any such constituent body for the time being in force.

10. **Members**

10.1 The subscribers to the Memorandum shall be the first members of the Company. Subsequently the members of NRFU as at the Relevant Date and such other persons as are admitted to membership of the Company in accordance with these Articles and any rules made under Article 51 (Rules) below shall be members of the Company.

10.2 The Directors must keep a register of names and addresses of the members.

11. **Classes of Membership**

11.1 The Directors may make rules under Article 51 (Rules) below establishing classes of membership with different rights and obligations and shall record such rights and obligations in the register of members.

11.2 The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership.

11.3 The rights attached to a class of membership may only be varied if:

11.3.1 three-quarters of the members of that class consent in Writing to the variation; or

11.3.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

11.4 The provisions in these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

12. **Associate Membership**

12.1 The Directors may make rules under Article 51 (Rules) below establishing such classes of associate membership (if any) with such description and with such rights and obligations (including the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such rules as the Directors shall make provided that no such associate members shall in such capacity be legal members of the Company for the purposes of the Companies Acts or these Articles.

13. **Admission to Membership**

13.1 Subject to Article 10.1 above, no person may become a member of the Company unless:

13.1.1 they have applied for membership in a manner approved by the Directors; and

13.1.2 the Directors have approved the application.

13.2 The Directors may from time to time fix the levels of admission fees and annual subscriptions to be paid by different categories of members provided that the Directors shall use reasonable endeavours to ensure that any fees or subscriptions do not preclude open membership of the Company.

13.3 Membership is not transferable to anyone else.

14. **Conditions of Membership**

14.1 The members shall pay any admission fees and annual subscription set by the Directors under Article 13.2 above.

14.2 All members shall be subject to any rules made by the Company under Article 51 (Rules) below.

14.3 Subject to these Articles and the general law, the members of the Company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure

that others conduct themselves so that the business and affairs of the Company are carried out in furtherance of the Objects and in accordance with the rules and regulations of the RFU for the time being in force.

15. **Cessation of Membership**

15.1 Membership shall terminate if:

15.1.1 the member dies or, if it is an organisation, ceases to exist;

15.1.2 the member, being an individual, is convicted of a criminal offence which involves dishonesty;

15.1.3 the member resigns by notice in Writing to the Company by giving at least 7 (seven) days' notice in Writing to the Company provided that upon such resignation the number of members is not less than 1 (one).

15.1.4 the member is in arrears to the Company and their subscriptions or any other payments are at least 6 (six) months overdue;

15.1.5 the member is removed from membership by a resolution of the Directors on the grounds that it is in the best interests of the Company that their membership is terminated. A resolution to remove a member from membership may only be passed if:

15.1.5.1 the member has been given at least 21 (twenty one) days' notice in Writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed;

15.1.5.2 the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting;

15.1.5.3 the Directors decide to remove him or her from membership of the Company or the member fails to attend the meeting without sufficient reason;

15.1.6 the Member no longer satisfies the applicable eligibility criteria or conditions of membership set out in these Articles and any rules made pursuant to Article 51 (Rules) below.

15.2 A member may appeal against a decision to remove them from membership by giving notice in Writing to the Secretary who shall put the matter to a general meeting.

15.3 Any person ceasing to be a member forfeits all rights in relation to and claims upon the Company, its property and its funds and has no right to the return of any part of his subscription fee.

16. **Annual General Meeting**

16.1 The Directors shall call an annual general meeting (**Annual General Meeting**) each year and no more than 15 (fifteen) months shall pass between one Annual General Meeting and the next following one (except that the first Annual General Meeting may be held at any time within 18 (eighteen) months after the formation of the Company).

16.2 The business of the Annual General Meeting shall include the following items:

16.2.1 receive the accounts of the Company for the previous financial year;

16.2.2 receive the Directors' report on the Company's activities since the previous Annual General Meeting;

16.2.3 appoint the auditor of the Company;

16.2.4 adopt or consider any proposed amendments to the Company's rules;

16.2.5 accept the retirement of those Directors who wish to retire or who are retiring under these Articles;

16.2.6 announce the election (as appropriate) of the President, the Chair, the Secretary and the Elected Directors;

16.2.7 deal with any other business put before them (including the appointment of Honorary Life Members in recognition of outstanding contribution or long service to the Company).

16.3 All general meetings other than Annual General Meetings shall be called general meetings.

17. **General Meetings**

17.1 The Directors may call a general meeting at any time and on the requisition of members pursuant to the provisions of the Companies Acts the Directors shall call a general meeting within 21 (twenty one) days from the date of receipt of the requisition and the general meeting shall be held no later than 28 (twenty eight) days after the date of the notice calling the meeting.

17.2 If there are not within the United Kingdom sufficient Directors to call a general meeting any Director or any member of the Company may call a general meeting.

17.3 The Board shall call a minimum of 4 (four) general meetings in each Year.

18. **Notice of General Meetings**

18.1 A general meeting shall be called by at least 14 (fourteen) Clear Days' notice but a general meeting may be called by shorter notice if it is agreed by a majority in number of members having a right to attend and vote being a majority together holding not less than 90 (ninety) per cent of the total voting rights at the meeting of all the members.

18.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. If a special resolution is to be proposed, the notice must include the text of the proposed resolution and specify that it is proposed as a special resolution. The notice must also contain a statement setting out the right of members to appoint a proxy under Section 324 of the CA 2006.

18.3 Notice of any general meeting shall be given to every member, to the Directors and to the auditor of the Company.

18.4 The accidental omission to give notice of a general meeting to or the non-receipt of notice of a general meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

19. **Proceedings at General Meetings**

19.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise determined by ordinary resolution, 2 (two) Voting Members who are entitled to vote upon the business to be transacted or one quarter of the total number of such Voting Members for the time being (rounded up to a whole number), whichever is the greater, shall constitute a quorum PROVIDED THAT where there is only 1 (one) member of the Company, the quorum shall be 1 (one).

19.2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time and place within the next 14 (fourteen) days as the Directors may determine; and if at such adjourned meeting a quorum is

not present within half an hour from the time appointed for the meeting the person or persons present and entitled to vote shall be a quorum.

19.3 The Chair shall preside as chair of the meeting if present and willing to do so. If the Chair is absent or is not present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect 1 (one) of their number to be chair of the meeting and if there is only 1 (one) Director present and willing to act they shall be chair of the meeting. If no Director is willing to act as chair of the meeting or if no Director is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose 1 (one) of their number to be chair of the meeting.

19.4 Directors may attend and speak at general meetings whether or not they are members. The chair of the meeting may permit other persons who are not members to attend and speak at a general meeting.

19.5 The chair of the meeting may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 (fourteen) days or more at least 7 (seven) Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

19.6 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 in particular 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 whether directly or by telephone communication or by video conference, an internet video facility or similar electronic method allowing visual and/or audio participation.

20. **Voting Procedure at General Meetings**

20.1 A resolution put to the vote of a meeting shall be decided on a show of hands by the Voting Members unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Companies Acts, a poll may be demanded:

20.1.1 by the chair of the meeting;

20.1.2 by at least 2 (two) Voting Members having the right to vote at the meeting; or

20.1.3 by a member or members representing not less than one tenth of the total voting rights of all the Voting Members having the right to vote at the meeting.

20.2 Unless a poll is duly 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 minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

20.3 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

20.4 A poll shall be taken as the chair of the meeting directs and they may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

20.5 An ordinary resolution may only be passed by a simple majority in accordance with Section 282 of the CA 2006. In the case of an equality of votes whether on 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 they may have. A special resolution may only be passed by a majority of not less than 75 (seventy five) per cent in accordance with Section 283 of the CA 2006.

20.6 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than 30 (thirty) days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business or other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.

20.7 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. In other cases at least 7 (seven) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

21. **Votes of Voting Members**

21.1 Subject to Article 21.2 below, every Voting Member shall have 1 (one) vote at a general meeting and be entitled to appoint another person as their proxy to exercise any of their rights to attend and speak and vote at a general meeting of the Company.

21.2 No Voting Member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the Company have been paid.

21.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

22. **Proxies**

22.1 An instrument appointing a proxy shall be in Writing, signed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve from time to time):

"I/We, ..., of ....., being a member/members of the above named company, hereby appoint ..... of ....., or in his absence, ... of ..... as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual general meeting/general meeting of the company to be held on .....20[ ], and at any adjournment thereof.

Signed on ..... 20[ ]"

22.2 Where it is desired to afford members an opportunity of instructing the proxy how they shall act, the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

"I/We, ..., of ....., being a Voting Member/Voting Members of the above named company, hereby appoint .... of ....., or in his absence, ... of ....., as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the company, to be held on .... 20[ ], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

*Resolution No. 1 *for *against*

*Resolution No. 2 *for *against.*

**Strike out whichever is not desired.*

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on .... 20[ ]"

22.3 The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the Directors may:

22.3.1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice calling the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 (forty eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

22.3.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 (twenty four) hours before the time appointed for the taking of the poll;

22.3.3 where the poll is not taken forthwith but is taken not more than 48 (forty eight)) hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair of the meeting or to the Secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

22.4 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

23. **Amendments to Resolutions**

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

23.1.1 notice of the proposed amendment is given to the Company in Writing by a Voting Member entitled to vote at the general meeting at which it is to be proposed not less

than 48 (forty eight) hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

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

23.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

23.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

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

23.3 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.

24. **Written Resolutions**

24.1 Subject to the provisions of this Article 24 (Written Resolutions) and the Companies Acts, a written resolution agreed by:

24.1.1 in the case of an ordinary resolution Voting Members representing more than 50 (fifty) per cent; or

24.1.2 in the case of a special resolution Voting Members representing not less than 75 (seventy five) per cent;

of the total voting rights of eligible Voting Members shall be as effective as if passed at a duly convened general meeting. For the purposes of this Article 24 (Written Resolutions) the **eligible Voting Members** are the Voting Members who would have been entitled to vote on the written resolution on the Circulation Date of the resolution.

24.2 Subject to Article 21.2 above, on a written resolution each Voting Member shall have one vote.

24.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

24.4 A resolution under the Companies Acts removing a Director or auditor before the expiry of their term of office may not be passed as a written resolution.

24.5 A copy of the proposed written resolution must be sent to every eligible Voting Member together with a statement informing the eligible Voting Member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.

24.6 The required majority of eligible Voting Members must signify their agreement to the written resolution within the period of 28 (twenty eight) days beginning with the Circulation Date.

24.7 Communications in relation to written resolutions must also be sent to the Company's auditor in accordance with the Companies Acts.

25. **Powers of Directors**

25.1 Subject to the provisions of the Companies Acts and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company.

25.2 No alteration of these Articles and no such direction by the members shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.

25.3 The powers given by this Article 25 (Powers of Directors) shall not be limited by any special power given to the Directors by these Articles and a meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

25.4 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under these Articles the Directors shall have the following powers namely:

25.4.1 to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Company; and

25.4.2 to enter into contracts on behalf of the Company.

25.5 Subject to these Articles and the general law, the Directors shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Company are carried out in furtherance of

the Objects and in accordance with the rules and regulations of the RFU for the time being in force.

26. **Delegation by the Directors**

26.1 Subject to these Articles, the Directors may delegate to any person, company or committee any of their powers or functions, the implementation of any of their decisions or the day-to-day management of the affairs of the Company by such means, to such an extent, in relation to such matters or areas and on such terms as they may determine in accordance with these Articles.

26.2 The Directors may authorise the sub-delegation of the relevant powers, functions, implementation of decision or day-to-day management by any person or committee to whom they are delegated.

26.3 The Directors may by power of attorney or otherwise appoint any person or persons to be the agent of the Company for such purposes and on such terms as they may determine.

26.4 The Directors may alter or revoke the terms of any such delegation or authority for sub-delegation in whole or in part at any time.

27. **Committees of Directors**

In the case of delegation to any committee of Directors:

27.1 the decision making the delegation shall specify those who shall serve or be asked to serve on such committee save that the decision may allow the committee to make co-options up to a specified number;

27.2 the Directors may determine the composition of any committee entirely at their own discretion and may include such of their number (if any) as the decision may specify;

27.3 the acts and proceedings of the committee must be reported regularly to the Directors and any decision made by any committee must be reported promptly to the Directors;

27.4 the Directors may make such regulations and impose such terms and conditions and give such authorities to any committee as they may from time to time determine;

27.5 no committee shall knowingly incur expenditure or liability on behalf of the Company unless authorised by the Directors or in accordance with a budget approved by the Directors; and

27.6 the meetings and proceedings of any committee shall be governed by these Articles regulating the meetings and proceedings of the Directors insofar as they are applicable and are not superseded by any regulations made by the Directors.

28. **Delegation of Management Powers**

In the case of the delegation of the day-to-day management of the Company to the chief executive or any other manager:

28.1 the delegated power shall be to manage the Company by implementing the strategy and policies adopted or approved by, and within the budget approved by, the Directors and (insofar as is applicable) to advise the Directors in relation to such strategy, policy and budget;

28.2 the Directors shall provide the manager with a description in Writing of their role and the extent of their authority;

28.3 the manager shall report regularly to the Directors on the activities carried on in managing the Company and provide them regularly with the management accounts sufficient to explain the Company's financial position; and

28.4 the Directors shall regularly communicate their decisions in relation to the strategy, policies and budget to be implemented by the manager.

29. **Calling a Directors' Meeting**

29.1 The Directors shall meet not less than 4 (four) times each year.

29.2 Two Directors or the Chair may (and the Secretary shall upon such request) call a meeting of the Directors.

29.3 A Directors' meeting shall be called by at least 7 (seven) Clear Days' notice unless all the Directors agree otherwise or the Chair determines that exceptional circumstances require shorter notice.

29.4 Notice of a Directors' meeting shall be given to each Director save that it shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.

30. **Proceedings of Directors**

30.1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit.

30.2 The quorum for the transaction of the business of the Directors may be fixed by the Directors but shall not be less than 50% (fifty per cent) of their number or 4 (four) Directors, whichever is the greater.

30.3 The Directors may act notwithstanding any vacancies in their number but if the number of Directors is less than the number fixed as the quorum the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

30.4 Unless they are unwilling to do so, the Chair shall preside at every meeting of Directors at which they are present but, if there is no Director holding that office or if the Chair is unwilling to preside or is not present within 5 (five) minutes after the time appointed for the meeting, the Directors present may appoint 1 (one) of the number to be chair of the meeting.

30.5 Questions arising at a meeting shall be decided by a majority of votes. Each Director shall be entitled to one vote. The President, the RFU Council representative and RFU/RDO representative(s) are not entitled to vote but may speak at Board meetings. In the case of an equality of votes the chair of the meeting shall (subject to Article 31 (Conflicts of Interest) below) have a second or casting vote.

30.6 A meeting of the Directors at which business is to be transacted may consist of a conference between Directors who are not all in the same place, but of whom each is able (whether directly or by telephonic communication or by video conference, an internet video facility or similar electronic method allowing simultaneous visual and/or audio participation) to speak to each of the others and to be heard by each of the others. If all the Directors participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place where any one of them is.

31. **Conflicts of Interest**

31.1 Unless Article 31.2 below applies, a Director must declare the nature and the extent of:

31.1.1 any direct or indirect interest which they (or a Connected Person) has in a proposed or existing transaction or arrangement with the Company; and

31.1.2 any duty owed to a third party or any direct or indirect interest which they (or a Connected Person) has which conflicts or possibly may conflict with their duties to the Company or the interests of the Company.

31.2 There is no need to declare any interest or duty:

31.2.1 of which the other Directors are, or ought reasonably to be, already aware; or

31.2.2 of which the Director is not aware (but for this purpose a Director is treated as being aware of matters of which they ought reasonably to be aware).

31.3 If the interest or duty of the Director (or the Connected Person) cannot reasonably be regarded as likely to give rise to a conflict of interests or duties with, or in respect of, the Company, the Director is entitled to participate in any decision-making process, to be counted in the quorum and to vote under the normal procedures (but they may recuse himself or herself from any such participation). Any uncertainty about whether a Director's interest or duty is reasonably likely to give rise to a conflict of interests or duties with, or in respect of, the Company shall be determined by the other Directors acting reasonably and in good faith.

31.4 Unless Article 31.5 below applies, whenever a Director (or a Connected Person) has an interest or duty which conflicts (or may reasonably be regarded as likely to give rise to a conflict of interests or duties) with, or in respect of, the Company, the relevant Director must:

31.4.1 withdraw from that part of the meeting unless expressly invited to remain but only for the purposes of providing information to the meeting;

31.4.2 not be counted in the quorum for that part of the meeting; and

31.4.3 withdraw during the vote and have no vote on the matter.

31.5 The provisions of Articles 31.4.1 to 31.4.3 above shall not apply in relation to any discussion or decision in relation to the following payments or other benefits:

31.5.1 any benefit received by a Director or a Connected Person in their capacity as a beneficiary of the Company under Article 5.3.1 above and which is generally available to the beneficiaries of the Company;

31.5.2 reimbursement of a Director's expenses permitted under Article 5.3.2 above;

31.5.3 payment to a Director or other Officer of an indemnity permitted under Article 5.3.7 above;

31.5.4 the purchase of any premium in respect of indemnity insurance permitted under Article 5.3.8 above; or

unless in the circumstances the other Directors decide to the contrary.

32. **Authorising Conflicts of Interest**

32.1 The Directors may, in accordance with the requirements set out in this Article 32 (Authorising Conflicts of Interest), authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching their duty under Section 175 of the CA 2006 to avoid a conflict of interests.

32.2 Any authorisation under this Article 32 (Authorising Conflicts of Interest) shall be effective only if:

32.2.1 the matter is proposed to the Directors in accordance with these Articles or as otherwise agreed by the Directors;

32.2.2 the Directors comply with the procedure set out at Article 31 (Conflicts of Interest) above;

32.2.3 the unconflicted Directors consider it in the interests of the Company to authorise the conflict of interests in the circumstances applying;

32.2.4 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

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

32.3 Any authorisation of a matter under this Article 32 (Authorising Conflicts of Interest) may:

32.3.1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised;

32.3.2 be subject to such terms and for such duration or to such limits or conditions as the Directors may determine; and

32.3.3 be terminated or varied by the Directors at any time (but this will not affect anything done by the Director in accordance with the terms of authorisation prior to such termination or variation).

32.4 In authorising a conflict of interests under this Article 32 (Authorising Conflicts of Interest), the Directors may decide (whether at the time of giving the authority or subsequently) that, if the relevant Director has obtained any information through their involvement in the conflict of interests otherwise than as a Director of the Company and in respect of which they owes a duty of confidentiality to another person, the relevant Director shall be under no obligation to:

32.4.1 disclose such information to the Directors or to any Director, Officer or employee of the Company; or

32.4.2 use or apply such information in performing their duties as a Director;

where, to do so, would amount to a breach of that duty of confidentiality.

32.5 Where the Directors authorise a conflict of interests under this Article 32 (Authorising Conflicts of Interest), they may provide without limitation (whether at the time of giving the authority or subsequently) that the relevant Director:

32.5.1 is excluded from discussions (whether at meetings of the Directors or otherwise) related to the conflict of interests;

32.5.2 is not given any document or other information relating to the conflict of interests; and

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

32.6 Where the Directors authorise a conflict of interests under this Article 32 (Authorising Conflicts of Interest), the relevant Director:

32.6.1 will be obligated to conduct himself or herself in accordance with any terms imposed by the Directors in relation to the conflict of interests; and

32.6.2 will, notwithstanding such authorisation, comply at all times with their overriding obligation not to infringe any duty they owes to the Company by virtue of Sections 171 to 177 of the CA 2006.

32.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by being a Director) of the Company to account to the Company for any remuneration, profit or other benefit which they derives from or in connection with a relationship involving a conflict of interests which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, durations, limits or conditions attaching to that authorisation) and no contract shall be avoided on such grounds.

32.8 The members of the Company may, subject to the provisions of the CA 2006, authorise by ordinary resolution any matter proposed to them by which would, if not so authorised, involve the any Director breaching their duty under Section 175 of the CA 2006 to avoid conflicts of interest. Any authorisation of a matter under this Article 32.8 may (whether at the time of giving the authority or subsequently):

32.8.1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised;

32.8.2 be subject to such terms and for such duration or to such limits or conditions as the Directors may determine; and

32.8.3 be terminated or varied by the Directors at any time (but this will not affect anything done by the Director in accordance with the terms of authorisation prior to such termination or variation).

33. **Validity of Directors' Acts**

33.1 Subject to Article 33.2 below, all acts done by a Director Meeting, or of a committee of Directors, shall be as valid notwithstanding the participation in any vote of a Director:

33.1.1 whose appointment was defective;

33.1.2 who was disqualified from holding office;

33.1.3 who had previously retired or who had been obliged by the constitution to vacate office; or

33.1.4 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

as if that person was qualified and had been duly appointed and had continued to be a Director and had been entitled to vote.

33.2 Article 33.1 above does not permit a Director to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if the Director has not complied with Article 31 (Conflicts of Interest) above or if, but for Article 33.1 above, the resolution would have been void or not duly passed.

34. **Written Resolutions of Directors**

A resolution in Writing signed by all the Directors (or members of a committee of Directors) entitled to vote on the matter shall be as valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held. Such a resolution may consist of several documents in the same form each signed by 1 (one) or more of the Directors.

35. **Board of Directors**

35.1 The number of Directors shall be not less than 7 (seven) and, unless otherwise determined by ordinary resolution, shall not be more than 10 (ten). The Directors shall include the following:

35.1.1 Chair;

35.1.2 Secretary;

35.1.3 up to 5 (five) Elected Directors, which may include:

35.1.3.1 Director of finance;

35.1.3.2 Director of club development;

35.1.3.3 Director of marketing communications;

35.1.3.4 Director of rugby;

35.1.3.5 Director of governance/best practice; and

35.1.4 any other person appointed in accordance with these Articles.

35.2 The first Directors shall be those persons named in the statement delivered pursuant to Section 12(1) of CA 2006 who shall be deemed to have been appointed under these Articles. Future Directors shall be appointed as provided subsequently in these Articles.

35.3 A Director may not appoint an alternate director or anyone to act on their behalf at meetings of Directors.

36. **Eligibility to be a Director**

36.1 Any person who is eligible and willing to act as a Director may be appointed to be a Director in accordance with Articles 37 (Transitional Provisions) to 42 (Elections) below.

36.2 No person may be appointed as a Director:

36.2.1 unless they are a member of the Company;

36.2.2 unless they have attained the age of 18 (eighteen) years;

36.2.3 if (had they already been a Director) they would have been disqualified from acting under the provisions of Article 43 (Disqualification and Removal of Directors) below; or

36.2.4 their appointment would result in the number of Directors exceeding the maximum set by or in accordance with these Articles.

37. **Transitional Provisions**

37.1 The following Directors shall hold office from the Relevant Date and shall retire in accordance with these Articles:

37.1.1 Office: Chair

Name: Lucy Victoria Winwood ARMSTRONG

End of term: 2024

37.1.2 Office: Secretary

Name: Henry Graham CAVE

37.1.3 Office: Director of Finance

Name: Brian James FERGIE

End of term: 2024

37.1.4 Office: Director of Marketing Communications

Name: Dean Stewart GRAY

End of term: 2024

37.1.5 Office: Director of Rugby

Name: Dave Challenger

End of term: 2025

37.1.6 Office: Director of Governance / Best Practice

Name: Gary Leonard ROBSON

End of term: 2024

37.2 The first Directors shall retire at the conclusion of the first Annual General Meeting or as otherwise specified above but may be re-elected in accordance with these Articles.

38. **Chair**

38.1 The election for the office of Chair shall be conducted in accordance with Article 42 (Elections) below.

38.2 Subject to Article 37.2 above, the Chair shall retire from office at the conclusion of the third Annual General Meeting following the commencement of their term of office but may be re-elected in accordance with these Articles.

38.3 Where the Chair has served in office as Director for at least 9 (nine) years or 3 (three) consecutive terms (whichever is the longer), they must take a break from office and may not be re-elected to office until the earlier of 4 (four) years later or at the fourth Annual General Meeting next following their retirement save that in exceptional circumstances the Directors may decide to disapply the restriction on re-election set out in this Article 38 (Chair) for a further term of 1 (one) year.

38.4 The Chair shall be a Director by virtue of their office and shall be deemed to have resigned as a Director if they cease to be Chair. The Chair shall cease to be Chair if they cease to be a Director. The Chair shall cease to be Chair if they cease to be a Director.

39. **Secretary**

39.1 The election for the office of Secretary shall be conducted in accordance with Article 42 (Elections) below.

39.2 Subject to Article 37.2 above the Secretary shall retire from office at the conclusion of the first Annual General Meeting following the commencement of their term of office but may be re-elected in accordance with these Articles.

39.3 Where the Secretary has served in office as Director for at least 9 (nine) years, they must take a break from office and may not be re-elected to office until the earlier of 4 (four) years later or at the fourth Annual General Meeting next following their retirement.

39.4 The Secretary shall be a Director and company secretary by virtue of their office and shall be deemed to have resigned as a Director and company secretary if they cease to be Secretary. The Secretary shall cease to be Secretary if they cease to be a Director.

40. **Elected Directors**

40.1 The election for of any Elected Directors shall be conducted in accordance with Article 42 (Elections) below.

40.2 Subject to Article 37.2 above the Elected Director shall retire from office at the conclusion of the third Annual General Meeting following the commencement of their term of office but may be re-elected in accordance with these Articles.

40.3 Where the Elected Director has served in office as Director for at least 9 (nine) years or 3 (three) consecutive terms (whichever is the longer), they must take a break from office and may not be re-elected to office until the earlier of 4 (four) years later or at the fourth Annual General Meeting next following their retirement.

41. **Casual Vacancies**

41.1 Subject to these Articles, Directors may be co-opted to fill casual vacancies or as additional Directors by a decision of the Directors which will be subject to the approval of the Voting Members by ordinary resolution at the next following general meeting of the Company.

41.2 Notwithstanding Article 41.2, a co-opted Director's term of office shall terminate at the conclusion of the next following Annual General Meeting but they may be co-opted again or elected in accordance with these Articles.

42. **Elections**

42.1 Any member may nominate any other member to be the President, Chair, Secretary or an Elected Director. Any nomination must be made on the form prescribed from time to time by the Directors. Any nomination must be seconded by another member. Members may only nominate or second one candidate for each post and the form must be completed and returned to the Secretary not later than such date as the Directors shall prescribe each year.

42.2 If there are the same number of candidates as there are vacancies for a post, those candidates shall be declared elected unopposed at the Annual General Meeting. In the event of there being more nominations than vacancies, there shall be an election at the Annual General Meeting as directed by the Directors. The results of any such election shall be announced at the Annual General Meeting.

43. **Disqualification and Removal of Directors**

A Director shall cease to hold office if:

43.1 they cease to be a director by virtue of any provision in the Companies Acts or the Insolvency Act 1986;

43.2 they are subject to a decision of the RFU that such person be suspended or disqualified from holding office or from taking part in any activity relating to the administration or management of a club or association;

43.3 the Directors reasonably believe that they have become physically or mentally incapable by reason of illness or injury of managing and administering their own affairs and they decide to remove him or her from office;

43.4 they resign from their office by notice to the Company (but only if at least the minimum number specified in Article 35.1 above will remain in office when the notice of resignation is to take effect);

43.5 they are absent without the permission of the Directors from all their meetings held within a period of 6 (six) months without good reason and the Directors decide that their office be vacated;

43.6 they are the subject of a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy;

43.7 they make a composition with their creditors generally in satisfaction of their debts;

43.8 they are removed from office by the Directors on the grounds that they are in material or persistent breach of the Company's code of conduct as amended from time to time. A decision to remove a Director from office under this Article 43.8 may only be passed if:

43.8.1 the Director has been given at least 21 (twenty one) Clear Days' notice in Writing of the meeting of the Directors at which the decision will be made and the reasons why it is to be proposed; and

43.8.2 the Director or, at the option of the Director, the Director's representative (who need not be a Director) has been allowed to make representations to the meeting;

43.9 in the case of a member of the Company, they cease to be a member of the Company for any reason whatsoever;

43.10 in the case of a Director who is employed by the Company, they cease to be an employee of the Company for any reason;

43.11 they retire from office in accordance with these Articles and are not re-elected or re-appointed; or

43.12 they are removed from office in accordance with Section 168 of the CA 2006.

44. **Bank Account**

Any bank account in which any part of the assets of the Company is deposited shall be operated by the Directors and shall indicate the name of the Company. All cheques and orders for the payment of money from any such account shall be signed by:

44.1 the Director of Finance up to a certain specified amount agreed by the Directors at a duly convened meeting of the Directors; and/or

44.2 at least 2 (two) Directors of the duly authorised signatories appointed by the Directors from time to time for the purpose of this Article 44 (Bank Account).

45. **Seal**

The Seal (if any) shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the

Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

46. **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.

47. **Minutes**

The Directors must cause minutes to be made in books kept for the purpose:

47.1 of all appointments of officers made by the Directors;

47.2 of all resolutions of the Company and of the Directors (including decisions of the Directors made without a meeting); and

47.3 of all proceedings and reports of meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

48. **Records and Accounts**

48.1 The Directors shall comply with the requirements of the CA 2006 as to maintaining a register of members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the registrar of companies of:

48.1.1 annual reports;

48.1.2 confirmation statements; and

48.1.3 annual statements of account.

48.2 No member shall (in such capacity) have any right of inspecting any accounting records or other book or document of the Company except as conferred by any rule of law or authorised by the Directors or by ordinary resolution of the members.

49. **Communications by the Company**

49.1 Subject to these Articles and the Companies Acts, any Document or information (including any notice, 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 CA 2006 provides for

Documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by the Company, including:

49.1.1 in Hard Copy Form;

49.1.2 in Electronic Form; or

49.1.3 by making it available on a website.

49.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).

49.3 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 which that Director has asked to be sent or supplied with such notices or Documents for the time being.

49.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called. Where any Document or information is sent or supplied by the Company to the members:

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

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

49.4.3 where it is sent or supplied by means of a website, it is deemed to have been received when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

49.5 Proof that an envelope containing a Document, a notice or information was properly addressed, prepaid and posted shall be conclusive evidence that such Document, notice or information was sent. Proof that a Document, a notice or information was properly addressed and sent or supplied by Electronic Means shall be conclusive evidence that such Document, notice or information was sent or supplied.

49.6 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 (forty eight) hours.

49.7 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. 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.

50. **Indemnity**

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

51. **Rules**

51.1 The Directors may from time to time propose such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership and associate membership in particular they may by such rules or bye laws regulate:

51.1.1 the establishment of different categories of membership and associate membership of the Company (as applicable);

51.1.2 the admission and classification of members and associate members of the Company and the rights and privileges of such members and associate membership and the conditions of membership and associate membership and the terms on which members and associate members may resign or have their membership or associate membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members and associate members (as applicable);

51.1.3 the creation of regulations, standing orders and bye laws for the better administration of the Company and to govern the functioning of committees to assist the Directors in the better administration of the Company;

51.1.4 the adoption or alteration of such other regulations or policies as the Directors think fit;

51.1.5 the conduct of members and associate members of the Company in relation to one another and to the Company's Officers or servants;

51.1.6 the setting side of the whole or any part of parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

51.1.7 any licensable or other regulated activities of the Company.

51.1.8 the procedure at general meetings and meetings of the Directors and committees of the Directors insofar as such procedure is not regulated by these Articles;

51.1.9 any procedures to assist the resolution of disputes within the Company;

51.1.10 generally all such matters as are commonly the subject matter of company rules;

provided that nothing in such rules shall be contrary to the rules or regulations of the RFU for the time being in force.

51.2 The Voting Members of the Company in general meeting shall have power to make, alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of the members of the Company all such rules or bye laws, which shall be binding on all members of the Company (as applicable).

52. **Alteration of the Articles**

52.1 No additions, alterations or amendments shall be made to or in the provisions of these Articles except by special resolution passed in general meeting or by written resolution in accordance with these Articles.

52.2 No additions, alterations or amendments shall be made to or in the provisions of these Articles which would have the effect that the Company would cease to be a company to which section 60 of the CA 2006 applies.

53. **Winding Up**

53.1 The Company may be wound up voluntarily subject to the passing of a special resolution.

53.2 In the event of the winding up of the Company in accordance with Article 53.1 above the Directors after settlement of all financial obligations shall distribute the proceeds of the Company's residual assets in accordance with Articles 7 (Members' Undertaking) and 8 (Residual Assets) above.