

**THE COMPANIES ACT 2006**

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION  
OF THE  
BRITISH KITESPORTS ASSOCIATION**

**GIBSON, DUNN & CRUTCHER LLP**

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Ref: JB/12470/00002

1 Interpretation. In these Articles--

1.1 The "**Act**" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force.

1.2 The "**Articles**" means the Articles of the Association.

1.3 "**Clear days**" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

1.4 "**Communication**" means the same as in the Electronic Communications Act 2000.

1.5 "**Electronic communication**" means the same as in the Electronic Communications Act 2000.

1.6 "**Executed**" includes any mode of execution.

1.7 "**Member**" shall have the meaning given in Article 10.

1.8 "**Office**" means the registered office of the Association.

1.9 The "**seal**" means the common seal of the Association.

1.10 The "**United Kingdom**" means Great Britain and Northern Ireland.

1.11 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Association.

1.12 The masculine includes the feminine and, where appropriate, the singular the plural.

## **NAME**

2 Name. The name of the Company (hereinafter, the "**Association**") is "BRITISH KITESPORTS ASSOCIATION".

## **REGISTERED OFFICE**

3 Location of registered office. The Association's registered office is to be situated in England and Wales.

## **OBJECTS**

4 Objects. To promote kitesports in all its branches in every way in the United Kingdom and overseas including through the provision of training, instructor training, schools licensing, standards setting, advocacy, support for clubs and riders of every kind, to collect and distribute information, to arrange competitions and events, and to liaise with other kitesports organisations and stakeholders.

## **POWERS**

- 5 The Association has the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Association has the power:
- 5.1 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
  - 5.2 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Association may acquire or propose to acquire.
  - 5.3 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or Association carrying on or proposing to carry on any of the businesses which the Association is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or Association, or to acquire an interest in, amalgamate or merge with, or enter into partnership or into any arrangement for sharing profits, or for cooperation, or for mutual assistance with any such person, firm or Association, or for subsidising or otherwise assisting any such person, firm or Association, and to accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
  - 5.4 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Association.
  - 5.5 To invest and deal with the moneys of the Association not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
  - 5.6 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Association's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Association of any obligation or liability it may undertake or which may become binding on it.
  - 5.7 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Business, Innovation and Skills or other authority for enabling the Association to carry any of its objects into effect, or for effecting any modification of the Association's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Association's interests, and to oppose any

- proceedings or applications which may seem calculated directly or indirectly to prejudice the Association's interests.
- 5.8 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Association's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Association may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
  - 5.9 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other Association constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
  - 5.10 To control, manage, finance, subsidise, co-ordinate or otherwise assist any Association or companies in which the Association has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such Association or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such Association or companies.
  - 5.11 To promote any other Association for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Association, or of undertaking any business or operations which may appear likely to assist or benefit the Association or to enhance the value of any property or business of the Association, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such Association as aforesaid.
  - 5.12 To sell or otherwise dispose of the whole or any part of the business or property of the Association, either together or in portions, for such consideration as the Association may think fit, and in particular for shares, debentures, or securities of any Association purchasing the same.
  - 5.13 To act as agents or brokers and as trustees for any person, firm or Association, and to undertake and perform sub-contracts.
  - 5.14 To remunerate any person, firm or Association rendering services to the Association either by cash payment or otherwise as may be thought expedient.
  - 5.15 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Association, or to contract with any person, firm or Association to pay the same.
  - 5.16 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Association or its directors or employees or members, or may be connected with any

town or place where the Association carries on business, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services; to make payments towards insurance including insurance for any director, officer, members or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law).

- 5.17 To procure the Association to be registered or recognised in any part of the world.
- 5.18 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 6 Application of Income. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association provided that nothing herein shall prevent any payment in good faith by the Association -
- 6.1 of reasonable and proper remuneration to any member, officer or servant of the Association for any services rendered to the Association,
- 6.2 of interest on money lent by any member of the Association at a reasonable and proper rate per annum,
- 6.3 of reasonable and proper rent for premises demised or let by any member of the Association,
- 6.4 of fees, remuneration or other benefit in money or money's worth to any Association of which a member may also be a member holding not more than 1% of the issued share capital of that Association, or
- 6.5 to any director of out-of-pocket expenses,
- 6.6 of any premium in respect of any such insurance as is permitted by the Memorandum of Association of the Association.

## **LIABILITY OF MEMBERS**

- 7 The liability of the members is limited.
- 8 Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Association's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

## MEMBERSHIP

- 9 Admittance to Membership. The subscribers to the Memorandum of Association of the Association and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Association.
- 10 Categories of Member. There shall be the following categories of Member (each, a "**Member**"):
- 10.1 Full Member – being a person who, at the date of the membership application or renewal, is aged eighteen or over and is not a Student Member or an Honorary Member;
- 10.2 Student Member – being a person who, at the date of the membership application or renewal, is aged eighteen or over and in full time education (as demonstrated to the satisfaction of the Board);
- 10.3 Family Member – being each of the Members of a family grouping of one or two adults together with any number of children of the family under the age of eighteen at the date of application or renewal who, together, shall be eligible for membership by paying a single family membership fee. Each family grouping must nominate a lead family Member (who must be an adult) to give and receive notices to the Association on behalf of the Family group or any member thereof. Either or both adult Family Members may join in demanding a general meeting, appoint a proxy, speak and vote at a general meeting. Either or both adult Family Members may (if appointed or elected) serve on the Board.
- 10.4 Junior Member – being a person who, at the date of the membership application or renewal, is under the age of eighteen;
- 10.5 Honorary Members – being a person proposed by the Board and elected by the Members under Article 21.
- 10.6 The Board shall have the power to establish and remove further categories of membership as it shall think fit.
- 11 Applications. Membership applications and renewals may be in the form of a form or online declaration prescribed by the Board and shall include the name, address, e-mail and contact telephone number for the applicant and the electronic or physical signature of the applicant.
- 12 Confirmation of membership; review. Following receipt of the application each applicant shall be informed of the applicant's election or non-election; however any decision to elect a Member is subject to review during a cooling off period of thirty days from but excluding the date on which any notice of election is given and may be revoked during that period with the agreement of any two directors. If a decision to elect is revoked then the membership of the Member shall forthwith be terminated (against repayment of the full amount of the membership fee received for the membership period in question) and the member shall be informed of the decision.

- 13 Appeals. Any person whose application for election is declined or whose membership is terminated under this Article 13 may appeal that decision provided that their appeal is counter-signed by at least five then current Full, Student, lead Family, or Honorary members of the Association. Notice of appeal shall be given in writing to the Board. Any such appeal shall be considered at the next Board meeting of the Association (unless such Board meeting takes place fewer than fourteen days after the appeal is received in which case the Board may defer hearing the appeal to the next following Board meeting).
- 14 Period. Membership of the Association shall be for renewable twelve month terms save that the Board may if thought necessary or desirable vary the policy on terms of membership (and applicable membership fee) subject to confirmation of the policy as varied at the next General Meeting of the Association.
- 15 Membership fee. Following admission as a Member of the Association each Member shall promptly pay their annual membership fee. The Board may, however, require cleared payment of any membership fee due as a condition of being admitted to membership.
- 16 Fees in arrears. The Board are entitled to cancel, without notice, the membership of any Member whose annual membership fee is more than one day in arrears provided that the Board may, at their discretion, re-instate such Member upon payment of the arrears. A Member shall not be entitled to any of the rights or privileges of membership whilst his membership fee is in arrears.
- 17 Compliance with rules; Conduct; sanctions. Every member, upon election and thereafter, is deemed to have notice of and agrees to comply with these Articles and any rules of the Association. Any refusal or neglect to do so, or any conduct which, in the opinion of the Board is unworthy of a Member or otherwise injurious to the interests of the Association or its Members, may be subject to such sanction as the Board thinks fit including public censure, a fine, suspension of membership, the imposition of conditions on membership, expulsion (or any combination of the foregoing). The Board may from time to time publish policies on Member conduct giving examples of conduct that is deemed injurious to the Association or its Members. In the first instance, Member conduct will be reviewed by a Disciplinary Committee. Before acting the Disciplinary Committee shall give the Member concerned at least fourteen days' notice of the meeting at which the Member's conduct will be reviewed and the Member shall be entitled to make representations (in writing or orally) to that meeting. The Disciplinary Committee may suspend the membership of a Member with immediate effect pending a decision under this Article. Decisions of the Disciplinary Committee may be appealed to the Board and the Board shall make such arrangements as it deems fit to regulate such appeals. If a Member is expelled under this Article he shall forthwith return to the Association any property of the Association, shall not be entitled to a refund of his membership fee, and the Board may rule that such Member is not entitled to re-apply for membership for a period, or at all.
- 18 Setting of membership fee. The membership fees payable shall be fixed by the Board. The Board shall consider the scale of membership fees payable in advance of the Annual General Meeting year and, if a change of fee is contemplated, they shall

present the proposed change to the Members at the Annual General Meeting, together with an explanation of the proposed change.

- 19 Membership data. Every Member shall furnish to the Association an up-to-date address and email address both of which shall be recorded in the Register of Members. Members shall notify the Association of any change in their address or email address and any such change shall be duly noted in the Register of Members. Any notice sent to either such address shall be deemed to have been duly delivered.
- 20 Withdrawal. A Member may at any time withdraw from the Association by giving notice in writing to the Association. Membership (and the rights attaching thereto) shall not be transferable and shall cease on death.
- 21 Honorary members. The Board may propose to the Members at General Meeting the election as a Honorary Member any person whom the Association wishes to honour for services to kitesports or who in their opinion has rendered distinguished service to the Association. The Board may from time to time waive the requirement for an Honorary Member to pay a membership fee. The Board may not propose the election of an additional Honorary Member if the number of Honorary Members exceeds (or would on election of the Honorary Member exceed) one per cent. of the total number of Members or ten in number.

## **THE BOARD**

- 22 Board to be wholly non-executive: Unless otherwise determined by ordinary resolution in General Meeting, all of the Directors of the Association (including the Chairman) shall be non-executive directors.
- 23 Size of Board. Unless otherwise determined by ordinary resolution in General Meeting the number of Directors (other than alternate directors) shall be not less than three but shall not be subject to a maximum number.
- 24 Chairman. The Board may appoint one or more of its body as Chairman and one or more of its body as Deputy Chairman and may determine the period for which he is or they are to hold office and may at any time remove him or them from office. If no such Chairman or Deputy Chairman is elected, or if at any meeting neither a Chairman nor a Deputy Chairman is present within ten minutes of the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting. A Chairman or Deputy Chairman shall not hold executive office.
- 25 Powers. The Board may exercise all the powers that may be exercised by the Association and do anything that may be done by the Association, save where under these Articles or any law for the time being in force, the power must be exercised or the thing done by the Association in General Meeting.
- 26 Vacancies. The Board may act notwithstanding vacancies.
- 27 Board to appoint Managers and procure services. The Board may appoint (and remove from office) such persons or service providers as it sees fit to manage the day-



to-day affairs of the Association. The Board may fix the terms of appointment, including remuneration, of the persons or service providers so appointed.

- 28 Accounts. The Board shall ensure that proper books of account and accounting records are kept. The books of account shall always be open to the inspection of any Board member. The Board shall decide to what extent and under what circumstances the books of account shall be available to Members.
- 29 Examination of accounts. The Board shall procure that not less than once a year the income and expenditure account and balance sheet of the Association shall be examined by a qualified accountant and a report thereon shall be delivered by the accountant to the Board.
- 30 Power to borrow and grant security. The Board may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, and property, or any part thereof, and, subject to the requirements of the Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Association or of any third party; Provided that the amount for the time being remaining undischarged of moneys borrowed or secured by the Board as aforesaid shall not at any time, without the previous sanction of the Association in General Meeting, exceed ten per cent. of the reserves shown in the most recent audited balance sheet of the Association presented to Members in General Meeting; but nevertheless no lender or other person dealing with the Association shall be concerned to see or inquire whether this limit is observed. No debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.
- 31 Rules. The Board may from time to time resolve upon and publish, amend and withdraw rules of the Association and rules for events organised by the Association provided that no such rules shall be inconsistent with these Articles.
- 32 Delegation. The Board may appoint committees or working parties as it may think fit consisting in each case of not less than two persons of which not less than one shall be a Board member. All Board members shall be ex officio members of all such committees and working parties.
- 33 Scope of authority. In the exercise of powers so delegated to it, any committee or working party shall conform to any limit or regulations prescribed by the Board.
- 34 Recall of authority. Any delegation of powers to a committee or working party may be recalled or revoked by the Board at any time.
- 35 Agents and attorneys. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Association for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 36 Disclosure. A Board member, or a member of a committee or working party of the Board acting in the name of the Association shall disclose to third parties that he is so acting.

- 37 Minutes. The Board shall keep or cause to be kept full and accurate minutes of all meetings of the Board and its committees and working-parties. Such minutes shall be confirmed at the next meeting of the Board (or committee or working party) and signed by the chairman of the relevant meeting or working party. The minute book(s) shall be available at the meetings to which they relate.
- 38 Alternates – appointment. Any director (other than an alternate director) may appoint any other director (being a Full Member, adult Family Member or Honorary Member) to be an alternate director and may remove from office an alternate director so appointed by him.
- 39 Rights of alternates. An alternate director shall be entitled to receive notice of all meetings of the Board and of all meetings of committees and working parties of the Board of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Association for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.
- 40 Cessation of appointment. An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 41 Notice. Any appointment or removal of an alternate director shall be by notice to the Association signed by the director making or revoking the appointment or in any other manner approved by the Board.
- 42 Responsibility. Save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 43 Rotation of directors. At each Annual General Meeting any member of the Board appointed pursuant to Article 49 to fill a casual vacancy together with any member of the Board that has not stood for re-election at either of the previous two Annual General Meetings, shall resign but shall be eligible for re-election.
- 44 Proposing candidates. The Board may make proposals for elections to the Board; Members shall also be entitled to make proposals in accordance with Articles 45 to 47 inclusive.
- 45 Membership qualification for proposals. All proposals by Members shall be made by one Member and seconded by another, both of whom shall be Full, adult Family Members or Honorary Members (and who shall have been Members for at least twenty-four of the previous thirty months) at the time of the nomination.

- 46 Information required. All nominations shall state the name and occupation of the nominee, the information that would be required to be filed with Companies House or other statutory authority on the appointment of the nominee as a director in accordance with the Act, together a short biography detailing the nominee's relevant qualifications and experience.
- 47 AGM date to be published. The Board shall cause to be published the intended date of Annual General Meeting each year not less than fifty (50) clear days before the date so published. Any resolutions proposed by Members for consideration at the Annual General Meeting or any nominations by Members of candidates for election to the Board must be received by the Association, duly completed, not less than thirty-five (35) clear days before the date so published.
- 48 Circulation of particulars of candidates. Not less than fourteen nor more than twenty-eight (28) clear days before the date appointed for holding a General Meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who has been validly proposed for election or re-election to the Board. Where relevant the notice shall give the name of the Members proposing and seconding such candidate and a brief biography of the candidate.
- 49 Casual vacancies. The Board may appoint a person who is willing to act to the Board. Any person so appointed shall must resign (but may stand for re-election) at the next Annual General Meeting.

## **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 50 A member of the Board shall be invited to resign and (if he does not so resign) shall be removed if --
- 50.1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- 50.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 50.3 he is, or may be, suffering from mental disorder and either--
- 50.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- 50.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 50.4 he resigns his office by notice to the Association; or
- 50.5 he shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board resolve that his office be vacated; or

50.6 he refuses or neglects to comply with these Articles or any rules of the Association, or engages in any conduct which, in the opinion of the Board, is unworthy of a Board member or is otherwise injurious to the interests of the Association or its Members. An expulsion under this Article 50.6 shall be subject to the procedures in Article 17 which shall *mutatis mutandis* apply.

51 Expenses; remuneration for special services. The Board may be paid (in accordance with the expenses policy in force from time to time) all travelling, hotel, and other expenses properly and reasonably incurred by them in connection with their attendance at meetings of the Board or committees or working parties of the Board or otherwise in connection with the discharge of their duties. Members of the Board may be remunerated for services to the Association (beyond those customarily expected of and performed by a non-executive director) subject to an annual maximum limit of £1,500 (or such other sum as may be approved by ordinary resolution in General Meeting).

## **OTHER APPOINTMENTS AND INTERESTS**

52 Subject to the provisions of the Act, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a member of the Board --

52.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise interested;

52.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Association or in which the Association is otherwise interested; and

52.3 shall not, by reason of his office, be accountable to the Association for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

53 For the purposes of Article 52 --

53.1 a general notice given to the Board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

53.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

## **DIRECTORS' GRATUITIES AND PENSIONS**

54 The Board may (with the approval of Members by special resolution in General Meeting) provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Association or with any body corporate

which is or has been a subsidiary of the Association or a predecessor in business of the Association or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

## **PROCEEDINGS OF THE BOARD**

- 55 General; casting vote. Subject to the provisions of the Articles, the Board may regulate their proceedings as they think fit. Any Board member may call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Board member who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes on the basis that each Board member shall have one vote. In the case of an equality of votes, the Chairman shall have a second or casting vote. A Board member who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 56 Quorum. The quorum for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be three. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 57 Meetings below quorum. The continuing Board members or a sole continuing Board Member may act notwithstanding any vacancies in their number, but, if the number of Board members is less than the number fixed as the quorum, the continuing Board members or Member may act only for the purpose of filling vacancies or of calling a General Meeting.
- 58 Chair of Board meetings. Unless he is unwilling to do so, the Chairman or failing which the Deputy Chairman, shall preside at every meeting of the Board at which he is present. If he is not present (or is unwilling to act) the Board shall appoint from amongst their number a chairman of the meeting.
- 59 Telephone board meetings. All or any of the Members of the Board or any committee or working-party of the Board may participate in a meeting of the Board or that committee or working-party by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 60 Validity of acts. All acts done by a meeting of the Board, or of a committee or working party of the Board, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any of them or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

- 61 Written resolutions. A resolution in writing signed by each Board member entitled to receive notice of a meeting of the Board or of a committee or working party of the Board shall be as valid and effectual as it if had been passed at the relative meeting duly convened and held and may consist of several counterparts each signed by one or more members of the Board; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 62 Conflicts of interest. Save as otherwise provided by these Articles, a Board member shall not vote at a meeting of the Board or of a committee or working party of the Board on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Association unless his interest or duty arises only because the case falls within one or more of the following paragraphs--
- 62.1 the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Association or any of its subsidiaries;
- 62.2 the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Association or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- 62.3 his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures, or other securities of any of the subsidiaries of the Association, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities of any of the Association's subsidiaries for subscription, purchase or exchange;
- 62.4 the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by HM Revenue and Customs for taxation purposes.
- For the purposes of this Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this Article becomes binding on the Association), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- 63 May count in quorum. A director may count in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 64 Relaxation. The Members may by ordinary resolution in General Meeting suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of the Board or of a committee or working party of the Board.
- 65 Division of meeting. Where proposals are under consideration concerning the appointment of two or more Board members to offices or employments or the

agreement of contracts in which two or more Board members are directly or indirectly interested, with the Association or any body corporate in which the Association is interested, the proposals may be divided and considered in relation to each Board member separately and (provided he is not for another reason precluded from voting) each Board member concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment or the contract in which he is interested.

- 66 Decision conclusive. If a question arises at a meeting of the Board or of a committee or working party of the Board as to the right of a Board member to vote, the question may, before the conclusion of the meeting, be referred to the Board member chairing the meeting and his ruling in relation to any Board member other than himself shall be final and conclusive.

## MINUTES

- 67 The Board shall cause minutes to be made in books kept for the purpose --
- 67.1 of all appointments to the Board; and
- 67.2 of all proceedings at meetings of the Association, and of the Board, and of committees and working parties of the Board, including the names of the Board members and co-opted members present at each such meeting.

## GENERAL MEETINGS

- 68 AGMs. The Association shall hold an Annual General Meeting in every calendar year as its Annual General Meeting at such time and place as determined by the Board, and shall specify the meeting as such in the notices calling it; provided that that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
- 69 EGMs. The Board may call Extraordinary General Meetings and, on the requisition of twenty Members (each being either a Full Member, adult Family Member or Honorary Member) shall convene an Extraordinary General Meeting to consider such matters as are stated in the requisition and the provisions of the Act shall apply. If there are not within the United Kingdom sufficient Board members to call a general meeting, any director or any Member of the Association may call a general meeting.

## NOTICE OF GENERAL MEETINGS

- 70 Manner of giving notice. General Meetings shall be called by at least fourteen (14) clear days' notice but an extraordinary general meeting may be called by shorter notice if is so agreed by a majority in number of the Full Members, lead Family Members and Honorary Members having the right to attend and vote.
- 70.1 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.
- 70.2 Notice shall also be given to the Board and to the accountants to the Association.

- 71 Contents of notice. The notice of meeting shall include details of the general nature of the business to be transacted and may (if the Board thinks fit) include the text of resolutions proposed by the Board. The notice shall also include:
- 71.1 notice of the name of any candidate for election to the Board validly submitted in accordance with Articles 44 to 47 inclusive together with particulars of the candidates if and as required by Article 48;
- 71.2 any resolution (i) proposed by 10 Members or 1% of the Members (whichever is less) all of which must be in good standing on the date the resolution is received by the Association; (ii) that complies with Act; and (iii) which resolution is received in good time by the Association as required by Article 47;
- 71.3 draft minutes of the last General Meeting of the Association;
- 71.4 a Report of the Chairman, and
- 71.5 a Report on the finances of the Association (attaching an income and expenditure account and balance sheet of the Association for the most recent accounting reference period, together with the notes thereto).
- 72 No invalidity. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

- 73 Quorum. No business shall be transacted at any meeting unless a quorum is present. Save as otherwise provided herein, fifteen Members entitled to vote (in person or by proxy) at the meeting shall be a quorum. No Member whose membership fee (or other monies owing to the Association) is in arrears may speak or vote at a general meeting.
- 74 Delay. If such a quorum is not present within one hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present for more than thirty minutes, the meeting shall stand adjourned to such time and place as the Board may determine.
- 75 Chairman of meeting. The Chairman (or in his absence a member of the Board selected by the Board) shall act as chairman of the meeting.
- 76 Default provisions. If no Board member is willing to act as chairman, or if no Board member is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 77 Adjournment. The chairman 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 the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least 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.

78 Agenda at an AGM. At each Annual General Meeting of the Association the following business shall be conducted:

78.1 Minutes of the last General Meeting;

78.2 Matters arising out of the Minutes;

78.3 Report of the Chairman

78.4 Report on the finances of the Association

78.5 Report on attendance at meetings since the last Annual General Meeting by members of the Board

78.6 Elections to the Board

78.7 Any other business

#### **VOTES OF MEMBERS**

79 Votes of members. A resolution put to the vote of a meeting shall be decided on a show of hands 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 Act, a poll may be demanded--

79.1 by the chairman of the meeting (who shall hold a poll if the total number of candidates for election to the Board exceeds the then applicable maximum; save that the Members may by ordinary resolution in General Meeting increase the maximum so as to obviate the need for a poll); or

79.2 by at least seven Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member shall be the same as a demand by the member.

80 Who may vote. On a show of hands and on a poll every Full Member, adult Family Member and Honorary Member present in person or by proxy shall have one vote.

81 Records conclusive. Unless a poll is duly demanded a declaration by the chairman 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.

82 Withdrawal of demand for poll. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

- 83 Procedure on polls. A poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 84 Meeting to continue. A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was 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.
- 85 Timing for objection. 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 chairman of the meeting whose decision shall be final and conclusive.
- 86 Appointment of proxies. The appointment of a proxy shall be executed by or on behalf of the appointor 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 Board may approve)--

"BRITISH KITESPORTS ASSOCIATION

I, ..... of .....

being a [Full/adult Family/Honorary] Member of the above-named Association, hereby appoint:

..... of ....., or failing him/her,

..... of .....

as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Association 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.

Etc.

\*Strike out whichever is not desired.

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

My membership number is [*number*] which membership was accepted/renewed on [*date*]

My registered email address is: [*email address*]

Signed .....

Date ..... 20 ....."

87 Deposit of proxies. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board may--

87.1 in the case of an instrument in writing be deposited at the Office or at such other place within the United kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Association in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

87.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications--

87.2.1 in the notice convening the meeting, or

87.2.2 in any instrument of proxy sent out by the Association in relation to the meeting, or

87.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Association in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

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

In this Article and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

88 Determination of authority. 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 Association at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded 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.

## THE SEAL

- 89 The seal shall only be used by the authority of the Board or of a committee of Board authorised by the Board. The Board 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.

## NOTICES

- 90 Notices in writing. Any notice to be given to or by any person pursuant to the Articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In these Articles, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
- 91 Methods of giving notice. The Association may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Association by the member. In the case of Family members, all notices shall be given to the identified lead Family Member (if any) and notice so given shall be sufficient notice to the Family Members in that group. A Member whose registered address is not within the United Kingdom shall only be entitled to receive notices by electronic communication.
- 92 Deemed notice. A Member present, either in person or by proxy, at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 93 Proof of giving notice. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

## INDEMNITY

- 94 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

## **TREATMENT OF PROPERTY ON WINDING-UP**

- 95 If upon the winding-up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Association under or by virtue of Article 6 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.