

MEMORANDUM AND ARTICLES OF ASSOCIATION

Great Britain Hockey Inline Ltd (GBHI) V6

Waring Associates LLP is a Limited Liability Partnership, registered in England and Wales,
Registration number OC334181 Registered office 354 Herringthorpe Valley Road Rotherham S60 4LA
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THE COMPANIES ACTS 1985 & 2006
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION
OF
Great Britain Hockey Inline Ltd

1. The name of the Company is “Great Britain Hockey Inline Ltd”.
2. The registered office of the Company is in England and Wales.
3. The Objects for which the Company is established are:
 - 3.1. To promote and further the interests of the sport of inline hockey to, mainly but not exclusively, I.I.H.F (Inline) rules throughout Great Britain;
 - 3.2. To offer coaching and competitive opportunities for athletes;
 - 3.3. To further equal opportunities for all groups within the sport of inline hockey.
4. The Company has power to do anything within the law that may promote or may help to promote the Objects. In particular (but without limitation) the Company has the following powers:
 - 4.1. to pay out of the Company’s funds the costs incurred in forming the Company;
 - 4.2. to acquire or hire property of any kind, and any interests in or rights over property of any kind;
 - 4.3. to purchase the whole or any part of the business or assets of any person, firm, or Company carrying on any activity in support of the Objects;
 - 4.4. to borrow, raise or secure the payment of money in such manner as the Board shall think fit, to charge the undertaking and all or any of the real and personal property and assets of the Company, present and future, and to become a Member of any building society;
 - 4.5. to issue debentures or debenture stock, whether permanent or redeemable or repayable, at par or at a premium or discount, and for such consideration and with and subject to such rights and conditions as the Board may think fit;
 - 4.6. to invest and deal with the Company’s money in any manner and to hold or otherwise deal with any investments made;
 - 4.7. to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;
 - 4.8. to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;
 - 4.9. to promote any other Company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Board) is likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such Company;
 - 4.10. to act as agent or broker or trustee for any person, firm or Company, and to undertake and perform any form of contract;
 - 4.11. to reward any person, firm or Company rendering services to the Company by cash payment or by any other means;
 - 4.12. to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding Company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such

employees or to trustees on their behalf to enable any such schemes to be established or maintained;

- 4.13. to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: but any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
 - 4.14. to amalgamate with or support any other Company or undertaking whose objects may (in the opinion of the Board) advantageously be combined with the Objects;
 - 4.15. to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return; and
 - 4.16. to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
5. The income and capital of the Company must be applied solely towards the promotion of the Objects. No part of the income or capital may be paid or transferred, directly or indirectly, to the Members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:
 - 5.1. reasonable and proper remuneration to any officer, employee, or Member of the Company in return for any services provided to the Company;
 - 5.2. discounts provided to Members in respect of their purchase of goods or services provided by the Company;
 - 5.3. a reasonable rate of interest on money lent to the Company;
 - 5.4. reasonable rent for property let to the Company;
 - 5.5. expenses to any officer, employee or Member of the Company; or
 - 5.6. premiums on the indemnity insurance referred to in clause 4.13.
 6. The liability of the Members is limited.
 7. This clause applies on the winding-up or dissolution of the Company. Every Member promises, if the Company is wound up while he is a Member or within one year after he ceases to be a Member, to contribute up to £1 to the costs of winding up the Company and meeting the liabilities incurred while he was a Member.
 8. This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the Members of the Company. Instead it must be paid or transferred to one or more companies, organisations or institutions that exist for purposes similar to the Objects, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those in this Memorandum of Association. The companies, organisations or institutions will be nominated by the Board and approved by the Members of the Company at or before the winding up or dissolution. If the Board is unable to identify any similar companies, organisations or institutions then the surplus may be paid or transferred to any charity or charities.
 9. Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

We, the persons whose names are written below, wish to be formed into a Company under this Memorandum of Association.

Signature:	Name:	Address:
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
Dated: _____ Day of _____ 200_____		
Witness to the above signatures Name: _____ Address: _____ Occupation: _____		

THE COMPANIES ACTS 1985 & 2006
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
Great Britain Hockey Inline Ltd

INTERPRETATION

1. In these Articles:

“the Acts” means the Companies Act 1985 as amended and the Companies Act 2006;

“AGM” means an Annual General Meeting of the Company;

“Association” means any unincorporated association;

“the Board” means the board of Directors of the Company, acting collectively;

“Clear Days” means the period of notice excluding the day on which the notice is given, and the day on which the meeting it is to take effect;

“Communication” means the same as in the Electronic Communications Act 2000;

“Committee” means any group of Members of the Company appointed by the Board but which are not the Board;

“Committee Member” means a member of a Committee but does not mean Director;

“Company” means a body incorporated under the Acts;

“Director” means a Director of the Company acting individually;

“Electronic Communication” means the same as in the Electronic Communications Act 2000;

“executed” includes any mode of execution (i.e. an act of completing or carrying into effect);

“GBHI” means this Company, Great Britain Hockey Inline Ltd;

“General Meeting” means a decision making meeting at which Members can attend and vote;

“Individual Member” means those defined in Article 4 and Individual shall be defined accordingly;

“Member” means a Member of the Company;

“Memorandum” means the Memorandum of Association of the Company;

“Objects” means the purpose of the Company as outlined in the Memorandum;

“Regional Member” means those defined in Article 3 and Region shall be defined accordingly;

“Regional Chair” means the Chairman of the Board or Association of a Regional Member or other person appointed by a Regional Member to represent the Region;

“Rule” means a rule, regulation, procedure or guidance created by the Company in accordance with Article 62;

“Secretary” means any person appointed to perform the duties of the Secretary of the Company; expressions referring to writing include references to printing, fax, e-mail and other methods of representing or reproducing words in a printable form;

unless the context otherwise requires, words or expressions contained in these Articles bear the meanings given to them in the Acts;

references in these Articles to ‘he’ or ‘him’ include male and female individuals and corporations, references to the singular include the plural and vice versa,

references to any legislation shall be as amended where applicable.

ADMISSION OF MEMBERS

2. The Company must keep a register of Members as required by the Acts. There are 2 categories of membership defined as follows:
 - 2.1. Regional Member as defined in Article 3;
 - 2.2. Individual Member as defined in Article 4.
3. A Regional Member is a Regional Association or Company who;
 - 3.1. have a membership comprised of Individual Members of GBHI,
 - 3.2. apply for admission to GBHI on a form approved by the Board,
 - 3.3. have Governing Documents approved by the Board,
 - 3.4. are admitted as Regional Members by the Board,
 - 3.5. and pay a subscription.
4. Individual Members are players, coaches and other persons who;
 - 4.1. apply for admission to GBHI on a form approved by the Board,
 - 4.2. are admitted as Members by the Board,
 - 4.3. and pay a subscription.
5. The Directors who are not Individual Members in their own right shall be required to become Individual Members in accordance with Clause 4.
6. At the next meeting of the Board (or any Committee established for the purposes of considering applications for admission) after the receipt of any application for membership, the application must be considered by the Board (or Committee) who must decide whether to admit or reject the applicant. The Directors (or Committee) are not required to give reasons for their decision.

TERMINATION OF MEMBERSHIP

7. A Member will cease to be a Member:
 - 7.1. if he resigns by giving notice to the Company;
 - 7.2. if an individual, upon his death;
 - 7.3. at the absolute discretion of the Board, if any subscription or membership fee due to the Company remains outstanding for more than one month; or
 - 7.4. (except in the case of a Director) if he is removed from the membership in accordance with the rules outlined at Article 8.

No Member of the Company is entitled to any refund of subscription or membership fee on ceasing to be a Member for any reason. Membership of the Company is not transferable.

REMOVAL OF MEMBERS

8. Any Member of the Company may be removed from membership in accordance with the following rules but by no other method.
 - 8.1. A Member may be removed if, in the opinion of the Board, he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or, if his conduct (whether as a Member or otherwise) is likely to bring the Company, or any or all of its Directors or Members into disrepute.
 - 8.2. The following procedure must be followed in the removal of a Member:
 - 8.2.1. The Board must first pass a resolution to effect the removal of a Member at a Board Meeting;
 - 8.2.2. The Board must serve a notice on the Member and provide a statement of reasons for removal;

- 8.2.3. The notice of removal must provide the Member with an opportunity to make written representations against the decision;
- 8.2.4. The representations must be considered by the Board at a further Board Meeting;
- 8.2.5. The final decision must be communicated to the Member.
- 8.3. There will be no right of appeal against the final decision of the Board to remove a Member.
- 8.4. Following the removal of a Member, the Register of Members must be amended as soon as reasonably practicable.
- 8.5. Following amendment of the Register of Members, the former Member will have no right to attend and vote at general meetings of the Company and will cease to be entitled to any other benefits of membership. He will not be entitled to a refund of any subscription, membership fee or joining fee paid by him for his membership of the Company.
- 8.6. The Board's statement of reasons for removal of a Member will remain confidential.

GENERAL MEETINGS

9. The Company must hold a General Meeting in each year as its AGM, in addition to any other meetings held in that year. The interval between the date of one AGM and the date of the next must not be more than 15 months. The Board will choose the time and place of the AGM. All general meetings of the Company other than AGMs are called Extraordinary General Meetings.
10. The Board may call a General Meeting at any time; and must call a General Meeting if requested to do so by the Members of the Company under the provisions of the Acts.
11. All General Meetings including the AGM must be called with notice of at least 28 Clear Days.
12. The notice must specify the place, date and time of the meeting, and the general nature of all items of the business to be transacted; and must, in the case of an AGM, specify the meeting as an AGM. The provisions of any proposed resolutions must be set out in the notice.
13. Notice must be given to the Members of the Company, to the Directors, and to the auditor; but if anyone entitled to receive notice does not receive it, this does not invalidate the proceedings at the meeting if the failure to notify was accidental.

PROCEEDINGS AT GENERAL MEETINGS

14. A General Meeting is not valid unless a quorum of Members of the Company is present throughout the meeting. The quorum is 8 Members, present in person or by proxy;
15. If a quorum is not present within half an hour after the time set for the meeting, the meeting is automatically adjourned to another day, time and place decided by the Board.
16. The Chairman of the Board will preside as Chairman of every General Meeting of the Company. If there is no Chairman of the Board, or if he is not present within fifteen minutes after the time appointed set for the meeting, or is unwilling to act, those Directors present at the meeting must elect one of themselves to be Chairman of the meeting.
17. If at any General Meeting no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time set for the meeting, the Members of the Company present must choose one of themselves to be Chairman of the meeting.
18. At any General Meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). Subject to the Acts, a poll may be demanded:
 - 18.1. by the Chairman; or
 - 18.2. by at least half of the Members present.
19. Unless a poll is demanded, a declaration by the Chairman that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the minutes, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

20. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made.
21. Except as provided in Article 22 if a poll is demanded it may be taken in such manner as the Chairman directs but the Chairman has no authority in exercising this power to extend the poll to Members of the Company who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
22. A poll demanded on the election of a Chairman must be taken immediately. A poll demanded on any other question may be taken at such time as the Chairman directs. If there is an interval before the time for closing the poll, the meeting may deal with any business other than the business being determined by poll.

VOTES OF MEMBERS

23. Every Member of the Company whose name is entered in the Company's Register of Members has one vote at every General Meeting.
24. A resolution proposed at any General Meeting will be approved by simple majority of voters present.

PROXIES AND REPRESENTATIVES

25. Any Member may appoint any other legal person or the Chairman of the Company as a proxy to attend a General Meetings in his place and to vote on any decision.
26. The proxy form must be in the form provided by the Company and executed by the Member unless the proxy is a parent or legal guardian under Article 28.
27. In the case of a Member which is a Company, the proxy form must be executed by two directors or a director and the secretary of that Company.
28. In the case of a Member who is under the age of 18 their parent or legal guardian shall be deemed the Member's proxy unless otherwise notified to the Company in accordance with Articles 25 to 30.
 - 28.1. A parent or legal guardian exercising the proxy of their Member child does not have to comply with the provisions of Article 29 but must comply, on request with the provisions of Article 28.2.
 - 28.2. A parent or legal guardian wishing to exercise the proxy of their Member child must produce to the meeting at which they exercise that proxy satisfactory proof of Membership and satisfactory proof of the parent or legal guardian's identification.
 - 28.3. In the context of Article 28.2 "satisfactory proof" shall be reasonably determined by the Board at their discretion.
 - 28.4. The name of the Member and the name of the parent or legal guardian proxy must be noted on the minutes of the meeting or evidence of the proxy attached to the minutes of the meeting.
29. The appointment of a proxy in the approved form must be received:
 - 29.1. at the registered office of the Company or at such other Address within the United Kingdom as is specified for that purpose in the notice convening the meeting, or in any form of appointment of proxy sent out by the Company in relation to the meeting, or in any invitation contained in an Electronic Communication to appoint a proxy issued by the Company in relation to the meeting,
 - 29.2. not less than forty-eight hours before the time for holding the meeting at which the person named in the appointment proposes to vote or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll;and if the appointment does not comply with this Article the appointment of the proxy is invalid.
30. A vote given or poll demanded by a proxy for a Member, or by the authorised representative of a Member which is an organisation remains valid despite the previous revocation of the authority of

proxy or representative unless notice of revocation was received by the Company at its registered office (or, where the appointment of the proxy was contained in an Electronic Communication, at the Address at which the appointment was duly received) before the start of the meeting in question.

DIRECTORS: APPOINTMENT

31. The first Directors of the Company are those named in the statement submitted to the registrar of companies on incorporation of the Company.
32. The minimum number of Directors is two and there is no maximum.
33. The Board of Directors will consist of a Chairman, General Secretary, Director of Finance and the Regional Chairs.
34. The Regional Chairs will not be elected by the Company at General Meetings;
 - 34.1. The Regional Chairs will be either the current Chair of a Regional Member or other person as notified from time to time by the Regional Member.
 - 34.2. The Regional Member must notify the Company in writing within 7 days of the election of a Regional Chair and enclose the following:
 - 34.2.1. Letter of resignation from the outgoing Regional Chair addressed to the Chairperson;
 - 34.2.2. Completed Form 288b for the outgoing Regional Chair;
 - 34.2.3. Completed Form 288a for the incoming Regional Chair;
 - 34.3. If the documentation required by Article 34.2 is not provided by the Regional Member then notification of the election of a new Regional Chairman signed by the Regional Member will require the Company to remove the outgoing Regional Chair from the register of Directors and enter the incoming Regional Chair in his place assuming the incoming Regional Chair is willing to become a Director.
35. The term of office for all Directors except Regional Chairs will be 3 years from the date of appointment.
36. All Directors except the Regional Chairs must immediately upon election relinquish any role in any Regional Member.
37. No person may be appointed or re-appointed as a Director at any General Meeting unless:
 - 37.1. he is recommended by the Directors; or
 - 37.2. he is recommended by a Regional Member; or
 - 37.3. at least 28 clear days before the date appointed for the meeting, notice executed by a Member of the Company qualified to vote at the meeting has been given to the Company of the intention to propose a person for appointment or re-appointment, together with notice executed by that person of his willingness to be appointed or re-appointed.
38. A notice of a General Meeting of the Company must include the name of any person who is to stand for appointment or re-appointment as a Director at the meeting.
39. The Company may by ordinary resolution appoint as a Director a person who is willing to act, either to fill a vacancy or as an additional Director.
40. The Board may co-opt as a Director a person who is willing to act, either to fill a vacancy or as an additional Director. A Director co-opted by the Board under this Article will hold office only until the next following AGM. If a co-opted Director is not re-appointed at that AGM, he will automatically vacate office at the end of the meeting.
41. A Director will cease to be a Director:
 - 41.1. if he resigns his directorship by giving notice to the Company;
 - 41.2. if he dies, becomes bankrupt, becomes mentally incapable of managing his own affairs, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment;

- 41.3. if he is removed by a simple majority of the Members of the Company, following the procedure laid down in section 168 of the Companies Act 2006;
 - 41.4. if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise; or
 - 41.5. if he does not hold a current CRB check as required by statute or the Company.
42. The Board will maintain a register of Director's Interests.
- 42.1. "Interests" in this article shall mean holding any position of responsibility in any region or club or other similar organisation and includes the same in any other national or international sporting organisation.
 - 42.2. "Director" in this article shall mean the Director or the members of his immediate family including his spouse, parents, children or siblings.

BOARD MEETINGS

- 43. The Board has control over all the affairs and property of the Company, and may exercise all the powers of the Company, except as otherwise provided by the Memorandum of Association of the Company and these Articles, or by any Rule made pursuant to Article 62. Every Director has one vote at a Board meeting.
- 44. A Director may call a Board meeting at any time and the Secretary must call a Board meeting if requested to do so by a Director. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board meeting will be decided by a simple majority of votes.
- 45. A Board meeting is not valid unless a quorum is present throughout the meeting. The quorum is 3 Directors.
- 46. The Chairman of the Board will preside at every Board meeting. If at any Board meeting the Chairman is not present within fifteen minutes after the time set for the start of the meeting, the Directors present must choose one of their number to be Chairman of the meeting. In the case of an equality of votes on any question the Chairman has a second or casting vote.
- 47. A technical defect in the appointment of a Director does not invalidate a decision taken at a Board meeting if the Directors present were not aware of the defect at the time of the meeting.
- 48. The Board may delegate any of its powers to a Managing Director and to Committees consisting of such Directors, Members of the Company and others as it thinks fit: in the exercise of the delegated powers, any managing director or Committee must conform to any regulations which may be imposed by the Directors or by any Rule made under Article 62.
- 49. The Board has the power to appoint members of the committees to serve until the next AGM including, but not limited to the following positions:
 - 49.1. Sports Development Manager;
 - 49.2. Membership Secretary;
 - 49.3. Sponsorship and Promotions Manager;
 - 49.4. Referees-in-Chief;
 - 49.5. Academy Head Coach;
 - 49.6. Special Projects Manager;
 - 49.7. Web Services Manager;
 - 49.8. Statistical Analyst;
 - 49.9. International Liaison Manager;
 - 49.10. National Squads Manager/Academy Manager;
 - 49.11. Disciplinary Manager;
 - 49.12. Appeals Manager;
 - 49.13. National Events and Programmes Co-ordinator;
 - 49.14. North American Representative;

provided always that the Disciplinary Manager and the Appeals Manager must not be from the same Club or Region.

BENEFITS TO DIRECTORS

50. The Directors are entitled to receive such remuneration, expenses, and other benefits as the Board determines.
51. Subject to the provisions of the Acts, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a Director:
 - 51.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company, or in which the Company is otherwise interested;
 - 51.2. 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 organisation in which the Company is interested; and
 - 51.3. is not accountable to the Company for any benefit which he derives from any circumstance described in Articles 51.1 or 51.2 and no transaction or arrangement described in those Articles is voidable because of any Director's interest or benefit.

For the purpose of this Article, a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and 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.

SECRETARY

52. The Company must have a Secretary who will be appointed by the Board on whatever terms the Board thinks fit. If there is no Secretary capable of acting, anything required or authorised to be done by or to the Secretary may be done by any Director authorised generally, or specially for that purpose, by the Board.

NOTICES, MEETINGS AND RESOLUTIONS

53. The following Articles 54 to 61 apply to meetings and resolutions of, and notices given to, the Board, Committees of the Board, and the Company in General Meeting; and 'Member' means a Director, Committee Member or a Member of the Company in General Meeting as the context requires.
54. Any notice to be given under these Articles must be in writing or be given by Electronic Communications. The Company may give any notice to a Member by handing it to him personally, or by sending it by post (airmail in the case of overseas Members who have given no address for service within the United Kingdom) in a prepaid envelope addressed to the Member at the address shown in the Company's register of Members, or by leaving it at that address, or by giving it using Electronic Communications to any address given to the Company by the Member.
55. Notice of a General Meetings including the AGM is deemed to have been given to all Members by posting on the Company website.
56. A Member present in person at any meeting is taken to have received notice of the meeting and, where necessary, of the purposes for which it was called.
57. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. 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 is deemed to be given at the expiration of 48 hours after it was handed to the Member, posted or (as the case may be) sent by Electronic Communication.
58. Subject to the provisions of the Acts (and in particular in the case of a resolution of the Members of the Company, to any requirement to submit the proposed resolution to the auditors), a resolution signed by the requisite majority of Members entitled to attend and vote at a meeting is as valid and

effective as if it had been passed at a meeting properly convened and held. Any resolution in writing may consist of two or more documents in similar form, each signed by one or more Members. Digital signatures and faxed signatures will suffice for the purpose of this Article.

59. Subject to any provisions of the Acts requiring a meeting to be held physically, a Member entitled to attend and vote at a meeting may participate by means of a telephone conference or other facility enabling all people participating in the meeting to communicate interactively and simultaneously with each other; and participation in a meeting in this manner is taken to be presence in person at the meeting.
60. The Secretary or a Director must take minutes of proceedings at all meetings, and the minutes must be authenticated and kept in accordance with the requirements of the Acts.
61. The Board may resolve that any matter which these Articles permit the Company to deal with by means of an ordinary resolution, and is not required by the Acts to be dealt with by the Company in a General Meeting, may be determined by a postal ballot to be conducted in a manner determined by the Board. Any resolution declared by the Board to have been passed by a simple majority of the Members of the Company who cast votes for or against the resolution in the ballot, has effect as if it were an ordinary resolution of the Company passed at a properly convened and properly conducted meeting.

RULES

62. The Board may make and amend any Rule for any purposes required from time to time for the effective operation of the Company or the furtherance of the Objects, including the levying of annual subscriptions or membership fees; but if there is a conflict between the terms of these Articles or the Memorandum of Association of the Company and any Rule made or amended under this Article, the terms of the Memorandum and Articles will prevail. No Rule as to the manner in which a Member may be removed from membership of the Company is valid unless it provides that the Member is to be given an opportunity to be heard at any meeting at which the question of removal is to be determined.
63. A person is bound by the terms of any Rule made or amended in accordance with these Articles even if he has not received notice of the Rule or the alteration.

INDEMNITY

64. Subject to the Acts, but without affecting any indemnity to which he may otherwise be entitled, every Director and every officer of the Company, will be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and 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.
65. Subject to the Acts, the Company may purchase and maintain for any Director or for any officer of the Company, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under Article 50.