

Registered Number: 2589238

**Memorandum and Articles
of Association**

of

ukactive

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

ukactive

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

“AGM”	means an annual general meeting of the Company
“the Act”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in force
"Application Form"	means an application form to be submitted to the Company to become a Member in the form approved by the Board from time to time.
“the Articles”	means these Articles of Association of the Company
“the Board”	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
“Board Meeting”	means a meeting of the Board
“Business Day”	means any day other than a Saturday, Sunday, bank holiday or public holiday
"Chair"	means (subject to the context) either the person appointed as chair of the Company under Article 18 or where the chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
“Clear Days”	in relation to a period of 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
“Committee”	means a committee of the Board exercising powers delegated to it by the Board

“Companies House”	means the office of the Registrar of Companies
“the Company”	means the company intended to be regulated by the Articles
“Company Member”	means a member for the time being of the Company who is admitted under Article 7
“Director”	means any director of the Company who is appointed under Articles 17 to 22
“EGM”	means an extraordinary general meeting of the Company
“General Meeting”	means a meeting of the Company Members
“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly
“Independent Non-Executive Director”	means any Director who meets the following criteria: - i.) they have not been an employee of the Company within the last 5 years; ii.) they do not have, and have not had within the last three years, a material business relationship with the Company either directly, or as a partner, shareholder, director or senior employee of a body that has such a relationship with the Company; iii.) they do not receive, and have not received, additional remuneration from the Company apart from a Director’s fee, nor do they participate in the Company’s performance related pay scheme, or as a member of the Company’s pension scheme; iv.) they do not have close family ties with any of the Company’s advisors, Directors, or senior employees; v.) they do not have significant links with other Directors or senior employees; vi.) they have not served on the Board for more than nine years from the date of their first appointment.
“Membership Council”	means the body established under Article 29
“Membership Council Member”	means a member for the time being of the Membership Council
“Nominations Committee”	means a Committee established by the Board in accordance with the procedure determined by the Board from time to time
“the Objects”	means the objects of the Company set out in Article 3
“Observers”	means those persons (other than Directors) present under Article 31 at a Board Meeting or those persons (other than Membership Council Members) present

	under Article 30
“Registered Office”	means the registered office of the Company
"Renewal Date"	means the date each year that the Company memberships shall expire as decided by the Board from time to time
“Secretary”	means the secretary of the Company including a joint, assistant or deputy secretary
“Senior Appointed Director”	the Executive Director or other senior appointed director appointed by the Board from time to time
"Site"	means a gym or other similar facility run as part of a wider group and linked to a Company Member, as set out in his, her or its Application Form
“United Kingdom”	means Great Britain and Northern Ireland
“Working Party”	means a body established by the Board to make recommendations to the Board but without decision-making powers

1.2 In the Articles:

- 1.2.1 terms defined in the Act are to have the same meaning;
 - 1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;
 - 1.2.3 references to “organisations” or “persons” include corporate bodies, public bodies, unincorporated associations and partnerships;
 - 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
 - 1.2.5 references to articles are to those within the Articles; and
 - 1.2.6 headings are not to affect the interpretation of the Articles.
- 1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.
- 1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Company.

2 NAME

The name of the Company is ukactive.

3 OBJECTS

The Company's Objects are:

3.1

- 3.1.1 To promote and advance the interests of persons, firms or companies working or otherwise engaged in the fitness industry or any other associated trades (hereinafter called the trade).
- 3.1.2 To encourage the study of technical and other matters in connection with the trade; to promote improvement in standards and quality of workmanship within the trade and to establish, amend, publish, enforce and supervise regulations and standards of service and workmanship in respect of the trade.
- 3.1.3 To collect, compile and circulate information, statistics and data of every description relating to all matters of all kinds affecting the trade and to provide facilities for the encouragement and development of inventions and improvements in connection therewith.
- 3.1.4 To watch over, defend, protect and advance the interest of persons, firms or companies working or otherwise engaged in the trade.
- 3.1.5 To give the legislative and public bodies and others, facilities for conferring with and ascertaining the views of persons, firms and companies engaged in the trade as regards matters directly or indirectly affecting that trade.
- 3.1.6 To compensate or to subsidise any persons, firms or companies who shall sustain any loss whether directly or indirectly by refusing to comply with demands involving the interference with their liberty of action in carrying on such trade.
- 3.1.7 To protect and indemnify the Members of the Company from and against fraudulent or unfounded claims to take steps to expose and detect such claims and to punish those who are concerned in making or supporting them.
- 3.1.8 To promote freedom of trade and liberty of action in relation to the carrying on of the trade and to oppose and counteract efforts calculated directly or indirectly to interfere with such freedom of trade and liberty of action.
- 3.1.9 To retain or employ professional or technical advisers or workers in connection with the objects of the Company and to pay such fees for their services as may be thought expedient.

3.2 To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

3.3 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.

3.4 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, 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 Company may acquire or propose to acquire.

- 3.5 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company 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 company, or to acquire an interest in, amalgamate with, or enter into mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or properly 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.
- 3.6 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 Company.
- 3.7 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.8 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms of the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 3.9 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 Company'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 Company of any obligation or liability it may undertake or which may become binding on it.
- 3.10 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.11 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department to Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.12 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or

authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

- 3.13 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 company 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.
- 3.14 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company 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 company or companies.
- 3.15 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 may appear likely to assist or benefit the Company to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities or any such company as aforesaid.
- 3.16 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 3.17 To act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts.
- 3.18 To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.
- 3.19 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 Company or its Directors or employees, or may be connected with any town or place where the Company 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 for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company.

- 3.20 To procure the Company to be registered or recognised in any part of the world.
- 3.21 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.
- 3.22 To do all such other things as may be deemed incidental or conducive to the attaining of the Company's objects or any of them.

AND so that:

- 3.22.1 None of the Objects shall be restrictively construed but the widest interpretation shall be given to each such Object, and none of such Objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Object or Objects, or by reference to or inference from the terms of any other Article, or by reference to or inference from the name of the Company.
- 3.22.2 None of Articles 3.1 to 3.22 shall be deemed subsidiary or ancillary to any of the Objects specified in any other Article, and the Company shall have as full a power to exercise each and every one of the Objects specified in each of the Articles as though each such Article contained the objects of a separate Company.

4 LIABILITY OF MEMBERS

- 4.1 The liability of the Members is limited.
- 4.2 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 he is a Member or within one year after he ceases to be a Member, for payment of the Company'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.

5 APPLICATION OF FUNDS

- 5.1 Unless otherwise agreed by a special resolution of the Company Members, if upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, each:
 - 5.1.1 Company Member; and
 - 5.1.2 any person or organisation that was a Company Member in the preceding five years,

shall have the right to participate in the distribution of such property in proportion to the Company Member's or former Company Member's total contribution to the Company over the preceding five years.

5.2 General

The income and property of the Company must be applied solely towards promoting

the Objects and (except to the extent authorised by this Article 5):

- 5.2.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and
- 5.2.2 a Director may not directly or indirectly receive remuneration from the Company other than in the defined cases identified in Article 5.4.

5.3 **Benefits to Members**

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Company Members:-

Interest and Rent

- 5.3.1 reasonable and proper interest on money lent by any Company Member to the Company;
- 5.3.2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Company Member to the Company or a reasonable hiring fee for premises hired by any Company Member to the Company;

Supply of Goods or Services

- 5.3.3 reasonable payments to a Company Member in return for goods and/or services supplied to the Company pursuant to a contract;

Out of Pocket Expenses

- 5.3.4 reasonable and proper out of pocket expenses to Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers; and

Benefits to Company Members

- 5.3.5 the grant of a benefit to a Company Member who is a beneficiary of the Company in the furtherance of the Objects.

5.4 **Benefits to Directors**

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Directors:-

Out of pocket expenses

- 5.4.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;
- 5.4.2 reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;

Indemnity

- 5.4.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
- 5.4.4 the benefit of indemnity insurance;

Fees to companies in which Directors have negligible interests

- 5.4.5 a payment to a company in which a Director has no more than a 1% shareholding;

Interest and Rent

- 5.4.6 reasonable and proper interest on money lent by any Director to the Company;
- 5.4.7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Director to the Company or a reasonable hiring fee for premises hired by any Director to the Company;

Beneficiaries

- 5.4.8 benefits provided in furtherance of the Objects to Directors who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries;

Employment/Supply of Goods and Services

- 5.4.9 payments to (i) the Director appointed as Chair for fulfilling that role under a contract for the supply of services or (ii) to a Director who is employed by the Company or who enters into a contract for the supply of goods or services to the Company (other than for acting as a Director), provided that:-
 - 5.4.9.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;
 - 5.4.9.2 the Director is absent from the part of any meeting at which there is a discussion of his employment or remuneration or any matter concerning the contract, his performance in the employment or his performance of the contract, any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him and/or any other matter relating to payment or the conferring any benefit to him;
 - 5.4.9.3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting;
 - 5.4.9.4 the other Directors are satisfied that it is in the interests of the Company to employ or to contract with the Director rather than with someone who is not a Director. In reaching that decision the

Directors must balance the advantage of employing or contracting with a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);

5.4.9.5 the reason for the Directors' decision is recorded in the minutes of the Board meeting; and

5.4.9.6 at no time shall a majority of the Directors receive payment pursuant to this Article 5.4.9.

The employment or remuneration of a Director pursuant to this Article includes the engagement or remuneration of any firm or company in which the Director is a partner, an employee, a consultant, a director (except when he is not paid as a director) or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

5.5 The provisions in this Article 5 on the making of payments and the granting of benefits by the Company to Directors shall also extend to payments made to Directors by any other company in which the Company

5.5.1 holds more than 50% of the shares; or

5.5.2 controls more than 50% of the voting rights attached to the shares; or

5.5.3 has the right to appoint one or more directors to its board.

5.6 For the purposes of Article 5.4 a payment to or a benefit granted to a dependant relative or the spouse of the Director or any person living with the Director as his partner shall be deemed to be a payment to the Director and shall be permitted to the same extent that payments to or benefits granted to Directors are permitted.

PART B. COMPANY MEMBERSHIP

6 COMPANY MEMBERS

- 6.1 The Company Members are admitted to membership of the Company by the Board.
- 6.2 The Board may make sub-categories of membership from time to time.

7 ADMISSION OF COMPANY MEMBERS

- 7.1 A person may not be admitted by the Board as a Company Member:-
 - 7.1.1 unless s/he or it has signed and submitted to the Company a completed Application Form which is approved by the Board;
 - 7.1.2 if s/he or it has ceased to be a Company Member by reason of his being removed as a Director under Article 22.1.5 or Article 22.1.7 or Article 22.1.8;
 - 7.1.3 in the case of an individual member, unless s/he is aged 18 or over; or
 - 7.1.4 if s/he or it would immediately cease to be a Company Member under the Articles.
- 7.2 An organisation may be a Company Member either:
 - 7.2.1 directly, if it is a company or limited liability partnership registered at Companies House, or other corporate body; or
 - 7.2.2 through an individual appointed by the organisation (nominee) who holds the membership for and on behalf of that organisation.
- 7.3 Company membership is personal and not transferable.
- 7.4 Company membership shall automatically expire each year on the Renewal Date unless:-
 - 7.4.1 renewed by the submission of a new Application Form for the following year before the Renewal Date and which is approved by the Board; or
 - 7.4.2 terminated earlier in accordance with article 8.
- 7.5 The Board may admit such persons as they see fit as associate members in accordance with any criteria or rules set out by the Trustees from time to time, provided that associate members shall not be members of the Company for the purposes of the Companies Act 2006 and accordingly such membership shall not bestow upon any associate member the right to attend or vote on any matter at any general meeting of the Company.

8 TERMINATION OF COMPANY MEMBERSHIP

A person or organisation will cease to be a Company Member:-

- 8.1 on delivering written notice of resignation to the Registered Office; or

- 8.2 if the Board resolves to terminate the membership provided that s/he or it shall first have had reasonable opportunity to explain to the Board why the removal should not take place.

PART C. GENERAL MEETINGS

9 NOTICE OF GENERAL MEETINGS

- 9.1 The Company does not need to hold an AGM.
- 9.2 Every General Meeting must be called by at least 14 Clear Days' notice.
- 9.3 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting.
- 9.4 The notice must specify:-
 - 9.4.1 the time, date and place of the General Meeting;
 - 9.4.2 the general nature of the business to be transacted; and
 - 9.4.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.
- 9.5 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 9.6 Notice of a General Meeting must be given to all of the Company Members, Membership Council Members, the Directors and the Company's auditors (if any).
- 9.7 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 will not invalidate the proceedings at that General Meeting.

10 QUORUM

- 10.1 No business may be transacted at a General Meeting unless a quorum is present.
- 10.2 The quorum for General Meetings is 25% of the Company Members or 5 Company Members (whichever is greater) present in person or by proxy.
- 10.3 A Company Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 10.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 10.5 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Company Members who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

- 10.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

11 CHAIR AT GENERAL MEETINGS

- 11.1 The Chair is to chair General Meetings.
- 11.2 If the Chair is not present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

12 ADJOURNMENT OF GENERAL MEETINGS

- 12.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 12.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 12.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 12.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 12.1 or 12.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 12.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

13 VOTING AT GENERAL MEETINGS

- 13.1 Resolutions are to be decided on a show of hands unless a poll is properly demanded. Subject to the provisions of these Articles or of any statute such a resolution may be passed by a simple majority of the votes cast at a General Meeting including proxy votes.
- 13.2 Each Company Member present in person or by proxy has one vote on any matter to be decided by the Company Members on a show of hands.
- 13.3 Each Company Member present in person or by proxy has one vote for every Site registered in their name (as declared in their most recent Application Form) on a poll.
- 13.4 A Company Member which is an organisation may, by resolution of its governing body (or a committee or officer of that organisation acting under powers delegated by its governing body), authorise such person as it thinks fit to act as its representative at General Meetings.
- 13.5 A person authorised under Article 13.4 may exercise the same powers on behalf of the organisation as the organisation could exercise if it were an individual Company Member.
- 13.6 If there is an equality of votes on a show of hands or a poll vote the Chair is not

entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.

- 13.7 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 13.8 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

14 POLLS

- 14.1 A poll may be demanded by the Chair or by any two Company Members before or on the declaration of the result of a show of hands.
- 14.2 A demand for a poll may be withdrawn before the poll is taken. If the demand for a poll is withdrawn the result of the show of hands will stand.
- 14.3 The demand for a poll will not prevent the General Meeting continuing to transact business other than in relation to the question on which the poll is demanded.
- 14.4 A poll is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the poll was demanded but will be treated as passed when the result is declared.
- 14.5 A poll on the election of a chair or an adjournment must be taken immediately. A poll on any other question may be taken either immediately or at such time and place as the Chair directs.
- 14.6 At least 7 Clear Days' notice must be given of the time and place at which the poll is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

15 PROXIES

- 15.1 A Company Member may validly appoint a proxy by notice in writing which
- 15.1.1 states the name and address of the member appointing the proxy;
 - 15.1.2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;
 - 15.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 15.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate.
- 15.2 A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 40. A proxy may not appoint another proxy.

- 15.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 15.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 15.5 No document appointing a proxy will be valid for more than 12 months.
- 15.6 A vote given or poll demanded by proxy is to be valid despite:-
- 15.6.1 the revocation of the proxy; or
- 15.6.2 the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 15.7 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

16 COMPANY MEMBERS' WRITTEN RESOLUTIONS

- 16.1 A written resolution approved by the Company Members is as valid as if it had been passed at a General Meeting provided that:
- 16.1.1 a copy of the proposed resolution has been sent to every eligible Company Member;
- 16.1.2 each Company Member has one vote for every Site registered in their name (as declared in their most recent Application Form);
- 16.1.3 a simple majority of the votes cast (or in the case of a special resolution a majority of not less than 75%) by the Company Members are in favour of the resolution; and
- 16.1.4 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.
- 16.2 A resolution under Article 16.1 may consist of several documents in similar form each approved by one or more Company Members.
- 16.3 In the case of a Company Member that is an organisation, its authorised representative may signify its agreement.
- 16.4

PART D. DIRECTORS

17 APPOINTMENT OF DIRECTORS

- 17.1 The Board shall comprise:-
- 17.1.1 the Chair appointed under Article 18;
 - 17.1.2 the Treasurer appointed under Article 18;
 - 17.1.3 the Senior Appointed Director;
 - 17.1.4 the chair of the Membership Council;
 - 17.1.5 the Chief Executive Officer of the Company, serving as an ex-officio Director
 - 17.1.6 up to four other Independent Non-Executive Directors appointed under Article 19; and
 - 17.1.7 up to three Elected Directors appointed under Article 20.
- 17.2 A person shall not be appointed as a Director:-
- 17.2.1 unless he is 18 or over;
 - 17.2.2 if as a result of the appointment fewer than 25% of the Directors would be Independent Non-Executive Directors; or
 - 17.2.3 if he would immediately cease to hold office under the Articles.
- 17.3 On or before the appointment of a person as a Director the person must confirm his consent to be appointed as a Director in whatever format the Board may require and provide the information necessary to register the person online at Companies House as a Director. The appointment of any person as a Director, who has not complied with the requirements of this Article 17.3 within one month of appointment, is to lapse unless the Board resolves that there is good cause for the delay.

18 THE CHAIR AND TREASURER

The Company must have a Chair and a Treasurer. Subject to Article 17.2, the Chair and Treasurer are to be appointed by the Board following a recommendation from the Nominations Committee and will both hold office as Directors on such appointment. The Nominations Committee must decide the period during which they are each to hold office and the precise point at which their term of office ends. The Chair and Treasurer like all Directors should serve for a term as near as possible to three years from the date of election. They are then eligible for re-appointment following a recommendation from the Nominations Committee for a further term or terms up to a maximum of nine years' continuous service, after which at least four continuous years must be spent off the Board before being eligible to return to the Board. Any period off the Board of less than four continuous years will count as service on the Board, when calculating the maximum term served. The Chair and Chief Executive Officer roles may not be held by the same person.

19 INDEPENDENT NON-EXECUTIVE DIRECTORS

- 19.1 Subject to Article 17.2, the Nominations Committee shall be entitled to appoint up to four persons as Independent Non-Executive Directors. The Nominations Committee shall ensure that at least 25% of the Directors at any time are Independent Non-Executive Directors.
- 19.2 A Non-Executive Director is, subject to Article 22, to serve for a term as near as possible to three years from the date of his appointment. Such a person is eligible for re-appointment as an Independent Non-Executive Director for a further term or terms up to a maximum term of nine years' continuous service, after which at least four continuous years must be spent off the Board before being eligible to return to the Board. Any period off the Board of less than four continuous years will count as service on the Board, when calculating the maximum term served.

20 ELECTED DIRECTORS

- 20.1 Subject to Article 17.2 and Article 23.5 the Company Members shall be entitled to elect up to three persons as Elected Directors from amongst their number. The election is to be made annually in a manner specified by the Board (the 'Annual Election').
- 20.2 An Elected Director is, subject to Article 22, to serve for a term as near as possible to three years from the date of his election. Such person is eligible for re-election as an Elected Director for a further term or terms up to a maximum of nine years' continuous service, after which at least four continuous years must be spent off the Board before being eligible to return to the Board and that any period off the Board of less than four continuous years will count as service on the Board, when calculating the maximum term served.
- 20.3 Not less than 21 Clear Days before the Annual Election the Members must be notified of the names of the Elected Directors who are to retire at the Annual Election and the names of the people whom the Nominations Committee recommend for election as Elected Directors.
- 20.4 If an Member wants an individual or individuals to be nominated for election as an Elected Director in accordance with this Article 20 they must give notice in writing to the Nominations Committee of any such individuals at least 48 Clear Days before an Annual General Meeting and that notice must:
- 20.4.1 be signed by the Member nominating the individual or individual for election as an Elected Director;
 - 20.4.2 state the Member's intention to propose the appointment of the individual as an Elected Director;
 - 20.4.3 contain the name and address of the individual being proposed for appointment; and
 - 20.4.4 be signed by the individual who is proposed for appointment to show his willingness to be appointed.
- 20.5 The Nominations Committee will determine the process for selecting candidates for recommendation.

21 OBLIGATIONS OF DIRECTORS

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- 21.1 The Board must set out in writing the principal obligations of every Director to the Board and to the Company. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.
- 21.2 The statement of the obligations of the Directors to the Company must include:-
- 21.2.1 a commitment to its values and objectives including equal opportunities;
 - 21.2.2 an obligation to contribute to and share responsibility for the Board's decisions;
 - 21.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;
 - 21.2.4 an obligation to declare relevant interests;
 - 21.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;
 - 21.2.6 an obligation to comply with statutory and fiduciary duties, including:-
 - 21.2.6.1 to act in the best interests of the Company;
 - 21.2.6.2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company;
 - 21.2.6.3 to secure the proper and effective use of the Company's property;
 - 21.2.6.4 to act personally;
 - 21.2.6.5 to act within the scope of any authority given;
 - 21.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds; and
 - 21.2.6.7 to act in accordance with the Articles; and
 - 21.2.7 a reference to obligations under the general law.
- 21.3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment.

22 RETIREMENT AND REMOVAL OF DIRECTORS

- 22.1 A Director will cease to hold office if he:-
- 22.1.1 dies;
 - 22.1.2 ceases to be a Director under the Act or is prohibited by law from being a Director;

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- 22.1.3 in the reasonable opinion of the Board, becomes incapable of fulfilling his duties and responsibilities as a Director because of illness or injury and the Board resolves that he be removed as a Director;
 - 22.1.4 is declared bankrupt or makes any arrangement or composition with his creditors;
 - 22.1.5 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Directors present and voting at a properly convened Board Meeting that he should be removed provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director;
 - 22.1.6 resigns by written notice to the Company at the Registered Office;
 - 22.1.7 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting at a properly convened Board Meeting) that he should cease to be a Director;
 - 22.1.8 fails to sign a statement of his obligations under Article 21 within one month of his appointment and the Board resolves that he be removed;
 - 22.1.9 his term of office comes to an end and he is not re-appointed in accordance with Article 18, 19 or 20; or
 - 22.1.10 in the case of an Elected Director, if he ceases to be a Company Member or ceases to be an employed by a Company Member.

23 CONFLICTS OF INTEREST

23.1 Declaration of interests

- 23.1.1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors.
- 23.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.
- 23.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.
- 23.1.4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement.
- 23.1.5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware.
- 23.1.6 A Director need not declare an interest:-
 - 23.1.6.1 if it cannot reasonably be regarded as likely to give rise to a

conflict of interests; or

- 23.1.6.2 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

23.2 **Authorisation of direct conflicts of interest**

A Director may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5.

23.3 **Authorisation of indirect conflicts of interest**

23.3.1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that:-

23.3.1.1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

23.3.1.2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.

23.3.2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

PART E. BOARD MEETINGS

24 FUNCTIONS OF THE BOARD

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:-

- 24.1 defining and ensuring compliance with the values and objectives of the Company;
- 24.2 establishing policies and plans to achieve those objectives;
- 24.3 approving each year's budget and accounts before publication;
- 24.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 30) and employees with proper systems of control;
- 24.5 monitoring the Company's performance in relation to its plans budget controls and decisions;
- 24.6 appointing (and if necessary removing) employees;
- 24.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 24.8 ensuring that appropriate advice is taken on the items listed in Articles 24.1 to 24.7 and in particular on matters of legal compliance and financial viability.

25 POWERS OF THE BOARD

- 25.1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.
- 25.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

26 BOARD MEETINGS

- 26.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 26.2 Board Meetings may be called by any Director or the Secretary (if appointed).
- 26.3 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom.
- 26.4 A Board Meeting which is called on shorter notice than required under Article 26.3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 26.5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 26.6, each Director is to have one vote.
- 26.6 If there is an equality of votes the Chair is entitled to a second or casting vote.

- 26.7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

27 QUORUM FOR BOARD MEETINGS

- 27.1 The quorum for Board Meetings is one-half of the Directors for the time being, including at least one independent Non-Executive Director and at least one Elected Director.
- 27.2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 27.3 The Board may act despite vacancies in its number but if the number of Directors is less than three then the Board may act only to procure the appointment of further Directors by the Nominations Committee.
- 27.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to:-
- 27.4.1 adjourn it to such other time and place as they decide; or
 - 27.4.2 call a General Meeting; or
 - 27.4.3 procure the appointment of further Directors by the Nominations Committee under Article 18 or 19.
- 27.5 If at the adjourned Board Meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

28 CHAIRING BOARD MEETINGS

- 28.1 The Chair is to chair all Board Meetings and General Meetings at which they are present unless they do not wish or are not able to do so.
- 28.2 If the Chair is not present within 5 minutes after the starting time of a Board Meeting is unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.
- 28.3 The functions of the Chair are:-
- 28.3.1 to be responsible for the Leadership of the Board
 - 28.3.2 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;
 - 28.3.3 to ensure that Board Meetings and General Meetings are conducted efficiently;

- 28.3.4 to give all Directors an opportunity to express their views;
- 28.3.5 to establish a constructive working relationship with and to provide support for the employees;
- 28.3.6 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
- 28.3.7 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;
- 28.3.8 to ensure that the Board monitors the use of delegated powers; and
- 28.3.9 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.

29 MEMBERSHIP COUNCIL

- 29.1 The Membership Council shall be elected by the Company Members in accordance with the procedure determined by the Board from time to time.
- 29.2 The terms of reference for the Membership Council shall be determined by the Board from time to time.
- 29.3 Observers may be invited to attend Membership Council Meetings on the terms decided by the Membership Council for the time being.

30 COMMITTEES AND WORKING PARTIES

- 30.1 The Board may, in consultation with the Membership Council:-
 - 30.1.1 establish Committees consisting of those persons whom the Board (in consultation with the Membership Council) decide;
 - 30.1.2 delegate to a Committee any of its powers; and
 - 30.1.3 revoke a delegation at any time.
- 30.2 The Board may, in consultation with the Membership Council, establish Working Parties consisting of those persons whom the Board (in consultation with the Membership Council) decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.
- 30.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals who are not Directors to its membership. The Board is to determine the chair of each Committee or Working Party.
- 30.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board (in consultation with the Membership Council) from the Committee or Working Party.

- 30.5 The Board must determine the quorum for each Committee and Working Party it establishes.
- 30.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 30.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.
- 30.8 There shall be a Committee for ukactive kids, chaired by a member of the Board of the Company.

31 OBSERVERS

- 31.1 Subject to Article 31.4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.
- 31.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 31.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 31.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

32 DIRECTORS' WRITTEN RESOLUTIONS

- 32.1 A written resolution approved by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 32.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 32.3 A resolution under Articles 32.1 or 32.2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members.

PART F. OFFICERS

33 THE SECRETARY

- 33.1 The Board shall appoint a Secretary.
- 33.2 The Secretary may be removed by the Board at any time.

34 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 34.1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.
- 34.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 34.3, the Company may indemnify any Director against any liability incurred by him in his capacity as such.
- 34.3 The indemnity provided to a Director in accordance with Article 34.2 may not include any indemnity against liability:-
 - 34.3.1 to the Company or a company associated with it;
 - 34.3.2 for fines or penalties; or
 - 34.3.3 incurred as a result of his unsuccessful defence of criminal or civil proceedings.
- 34.4 The indemnity provided to a Director in accordance with Article 34.2 may include the provision of funds to cover his legal costs as they fall due on terms that the Director in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate
- 34.5 In respect to its auditor the Company may:-
 - 34.5.1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such; and
 - 34.5.2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court.

PART G. STATUTORY AND MISCELLANEOUS

35 MINUTES

- 35.1 The Board must arrange for minutes to be kept of all General Meetings, Board Meetings and Membership Council Meetings. The names of the Directors present must be included in the minutes.
- 35.2 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 35.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings) or Membership Council Meeting (as regards minutes of Membership Council Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 35.4 The Board must keep minutes of all of the appointments made by the Board.
- 35.5 The Membership Council must keep minutes of all of the appointments made to the Membership Council.

36 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 36.1 The Company must comply with the Act:-
 - 36.1.1 in preparing and filing an annual Directors' report and annual accounts; and
 - 36.1.2 in making an annual return to the Registrar of Companies.
- 36.2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 36.3 The accounting records of the Company must always be open to inspection by a Director.

37 BANK AND BUILDING SOCIETY ACCOUNTS

- 37.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.
- 37.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

38 EXECUTION OF DOCUMENTS

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

- 38.1 two Directors;
- 38.2 one Director and the Secretary (where appointed); or

38.3 one Director in the presence of a witness who attests the Director's signature.

39 NOTICES

39.1 Except for notices calling Board Meetings (which may be in writing but do not have to be) notices under the Articles must be in writing. In this Article writing includes facsimile transmission or email.

39.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.

39.3 The Company may give a notice to a Company Member, Director or auditor either:

39.3.1 personally;

39.3.2 by sending it by post in a prepaid envelope;

39.3.3 by facsimile transmission;

39.3.4 by leaving it at his address; or

39.3.5 by email.

39.4 Notices under Article 39.3.2 to 39.3.5 may be sent:-

39.4.1 to an address in the United Kingdom which that person has given the Company;

39.4.2 to the last known home or business address of the person to be served; or

39.4.3 to that person's address in the Company's register of Company Members.

39.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.

39.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

39.7 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

39.8 A notice may be served on the Company by delivering it or sending it to the Registered Office.

39.9 The Board may make standing orders to define other acceptable methods of delivering notices.

40 STANDING ORDERS

- 40.1 Subject to Article 40.4;
 - 40.1.1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Company; and
 - 40.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.
- 40.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.
- 40.3 Standing orders are binding on all Company Members and Directors.
- 40.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.