

Company Number: 02679598  
The Companies Act 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE



**WALES** NETBALL  
PÊL-RWYD **CYMRU**

# Articles of Association

The Welsh Netball Association

Incorporated on 21 January 1992

Approved at EGM

27th January 2026

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION OF**

**THE WELSH NETBALL ASSOCIATION**

**(Adopted by special resolution on 27<sup>th</sup> day of January 2026)**

## 1 Preliminary

- 1.1. In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.2. The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.3. In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

## 2 Defined Terms

- 2.1. In the Articles, unless the context requires otherwise—

“**Area**” has the meaning given to it by the directors from time to time;

“**Area Association**” means a representative body of a group of clubs and/or schools within an Area and which is subordinate to the Association;

“**Articles**” means the Association’s articles of association;

“**Appointed Director**” means a director appointed in accordance with Article 22;

“**Association**” means The Welsh Netball Association;

“**bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“**board**” means the board of directors from time to time;

“**business day**” means a day that is not a Saturday or Sunday or any day that is a public holiday in Wales;

“**CEO**” means the chief executive officer of the Association from time to time;

“**Chair**” means the chair of the Association appointed by the Appointed Directors in accordance with Article 22;

“**chair of the general meeting**” has the meaning given in Article 34.4;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Association;

“**Consumer Prices Index**” means the Consumer Prices Index (CPI) (all items) (United Kingdom);

“**Controlling Shareholder**” means a registered holder for the time being of not less than 75% in nominal value of the equity share capital of the Dragons from time to time;

“**director**” means a director of the Association, and includes any person occupying the position of director, by whatever name called;

**“document”** includes, unless otherwise specified, any document sent or supplied in electronic form;

**“Dragons”** means Welsh Dragons Ltd a company incorporated and registered in England and Wales with company number 15064698 whose registered office is at Wales Netball, Sport Wales National Centre, Sophia Gardens, Cardiff, CF11 9SW;

**“Dragons Articles”** means the Dragons’ articles of association from time to time;

**“Elected Director”** means a director elected by the voting members in accordance with Article 22;

**“electronic form”** has the meaning given in section 1168 of the Companies Act 2006;

**“eligible director”** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

**“Honorary Life Member”** means an individual who is admitted as an honorary life member of the Association in accordance with Article 30.1;

**“Independent”** means a person who does not, as determined by the board, have any material or pecuniary connection with the Association prior to being appointed as a director;

**“member”** means subscribers to the Association’s memorandum as at the date of incorporation and such other organisations and/or individuals as are admitted to membership by the Association under Article 27 and/or Article 30 (as applicable) and membership shall be construed accordingly;

**“Members Council”** means the members council of the Association for the time being;

**“Membership Terms and Conditions”** means the terms and conditions applicable to all members of the Association as amended or varied by the board from time to time;

**“non-voting member”** means an individual or organisation that is admitted as a non-voting member of the Association in accordance with Article 27.6;

**“Objects”** has the meaning given in Article 4.1;

**“ordinary resolution”** has the meaning given in section 282 of the Companies Act 2006;

**“participate”**, in relation to a directors’ meeting, has the meaning given in Article 15;

**“President”** means the president of the Association, being one of the Elected Directors;

**“proxy notice”** has the meaning given in Article 39.1;

**“Rules and Byelaws”** means the rules and byelaws of the Association as made, altered to revoked by the board from time to time in accordance with Article 47;

**“special resolution”** has the meaning given in section 283 of the Companies Act 2006;

**“subsidiary”** has the meaning given in section 1159 of the Companies Act 2006;

**“Vice Chair”** means the vice chair of the Association appointed by the Appointed Directors in accordance with Article 22;

**“Vice President”** means the vice president of the Association, being one of the Elected Directors;

**“voting members”** means all members other than Honorary Life Members and non-voting members; and

**“writing”** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

### 3 Liability Of Members

**3.1.** The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Association in the event of its being wound up while they are a member or within one year after they cease to be a member, for:

3.1.1. payment of the Association’s debts and liabilities contracted before they cease to be a member,

3.1.2. payment of the costs, charges and expenses of winding up, and

3.1.3. adjustment of the rights of the contributories among themselves.

### 4 Objects

**4.1.** The objects for which the Association is established (the “Objects”) are:

4.1.1. to promote, develop and grow the game of netball in Wales at all levels, from grassroots to elite, ensuring inclusive and equitable opportunities for participation;

4.1.2. to act as the recognised governing body of netball in Wales, providing leadership, regulation and oversight of the sport in alignment with World Netball and other relevant international federations;

4.1.3. to represent Wales nationally and internationally, fostering sporting excellence, cultural exchange, goodwill and collaboration through netball;

4.1.4. to make, adopt and enforce regulations, policies and guidelines that ensure the integrity, safety, fairness and sustainability of the sport;

4.1.5. to protect and enhance the interests of netball in Wales by advocating for and investing in improved facilities, workforce development, safeguarding, and community engagement;

4.1.6. to increase awareness and visibility of netball through education, communications, media, events and campaigns, ensuring that the sport contributes positively to the wellbeing, health and future of Wales;

- 4.1.7. to operate, support and collaborate with netball franchises, leagues and competitions in order to grow the sport's profile, commercial sustainability and elite pathways;
- 4.1.8. to enter into arrangements with persons, companies or organisations for the provision of services, facilities, goods, partnerships or programmes that benefit the Association, its members and the wider game;
- 4.1.9. to pursue commercial, sponsorship and investment opportunities that support the long-term financial resilience of the sport and reinvestment into its growth.

## 5 Powers

- 5.1. In pursuance of the Objects, the Association has the power to do all such lawful things as are consistent with the furtherance of the Objects, including but not limited to the Association having the power to:
  - 5.1.1. buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Association;
  - 5.1.2. borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Association's property and assets;
  - 5.1.3. invest and deal with the funds of the Association not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
  - 5.1.4. subscribe for, take, buy 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 government or authority in any part of the world;
  - 5.1.5. lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Association may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
  - 5.1.6. lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body

or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

- 5.1.7. pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Association and to contract with any person, firm or company to pay the same;
- 5.1.8. enter into contracts to provide services to or on behalf of other bodies;
- 5.1.9. provide and assist in the provision of money, materials or other help;
- 5.1.10. open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 5.1.11. incorporate subsidiary companies to carry on any trade; and
- 5.1.12. do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects.

## **6 Income**

- 6.1.** The income and property of the Association from wherever derived shall be applied solely in promoting the Objects.
- 6.2.** No distribution shall be paid or capital otherwise returned to the members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Association of:
  - 6.2.1. reasonable and proper remuneration to any member, officer or servant of the Association for any services rendered to the Association;
  - 6.2.2. any interest on money lent by any member or any director at a reasonable and proper rate;
  - 6.2.3. reasonable and proper rent for premises demised or let by any member or director; or
  - 6.2.4. reasonable out-of-pocket expenses properly incurred by any director.

## **7 Winding Up**

**7.1.** In the event of a winding up or other dissolution of the Association, any funds and assets remaining after satisfaction of its debts and liabilities and the costs of any winding up or other dissolution:

7.1.1. may not be paid or distributed to the members; and

7.1.2. must be transferred to one or more entities (whether incorporated or unincorporated) that:

7.1.2.1. have the principal purpose of the administration and development of netball in Wales; and

7.1.2.2. have restrictions on the application of their property (including, without limitation, any dividend, bonus or other distribution of any kind whether as income or capital or in the form of cash or otherwise) at least equivalent to the restrictions applicable under these Articles.

**7.2.** If that is not possible, they shall be transferred to or applied towards some other purpose or purposes that are charitable in the promotion of sport in Wales under the law of England and Wales.

## **8 Directors' General Authority**

**8.1.** Subject to the Articles, the directors are responsible for the management of the Association's business in accordance with the Objects, for which purpose they may exercise all the powers of the Association.

**8.2.** The directors shall act upon the Rules and Byelaws so far as the same are consistent with these Articles. If any conflict or ambiguity arises between these Articles and the Rules and Byelaws, these Articles shall prevail.

## **9 Members' Reserve Power**

**9.1.** The voting members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

**9.2.** No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **10 Directors May Delegate**

**10.1.** Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

10.1.1. to such person or committee;

10.1.2. by such means (including by power of attorney);

10.1.3. to such an extent;

10.1.4. in relation to such matters or territories; and

10.1.5. on such terms and conditions,

as they think fit.

**10.2.** If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

**10.3.** The terms of any delegation to a person, committee or advisory group shall be recorded in the minute book.

**10.4.** The directors may revoke any delegation in whole or part, or alter its terms and conditions.

**10.5.** All acts and proceedings of any person, committee or advisory group shall be fully and promptly reported to the directors.

## **11 Members Council, Committees And Advisory Groups**

**11.1.** The board shall maintain or establish (as applicable) the Members Council and such committees and advisory groups as it deems necessary, including an equality, diversity and inclusion group and a youth advisory group. The Members Council and each such committee or advisory group is to be established under such name, conditions and terms of reference for so long as the board thinks fit.

**11.2.** The board shall make written terms of reference (including rules of procedure) for the Members Council and all committees and advisory groups. These Articles shall prevail over such terms of reference if they are not consistent with these Articles.

**11.3.** The Members Council shall act as a consultation and constructive challenge group and shall be constituted and have such rights and powers as the board shall determine from time to time in its written terms of reference.

**11.4.** The quorum for meetings of the Members Council and any committee or advisory group formed pursuant to the provisions of these Articles shall be determined by the board and, if relevant, shall be set out in the Members Council's or the relevant committee or advisory group's written terms of reference.

## **12 Directors To Take Decisions Collectively**

**12.1.** The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 13.

## **13 Unanimous Decisions**

**13.1.** A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.

**13.2.** Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

**13.3.** References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

**13.4.** A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

## **14 Calling A Directors Meeting**

**14.1.** Any two directors or the Chair may call a directors' meeting by giving not less than 7 business days' notice of the meeting to the directors or by authorising the Association secretary to give such notice.

**14.2.** The Chair may dispense of the need for not less than 7 business days' notice for any given meeting of the board where the Chair deems it necessary or appropriate for any such meeting of the board to take place at shorter notice.

**14.3.** A meeting of the board shall be held each month in the first calendar year following the date of adoption of these articles and thereafter as frequently as the directors may determine.

**14.4.** Notice of any directors' meeting must indicate:

14.4.1. its proposed date and time;

14.4.2. where it is to take place; and

14.4.3. if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

**14.5.** Notice of a directors' meeting must be given to each director in writing.

**14.6.** Notice of a directors' meeting need not be given to any director who waives their entitlement to notice of that meeting. Such waiver can be given by notice to that effect to the Association either prior to, or not more than 7 days after, the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **15 Participation In Directors' Meetings**

**15.1.** Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

15.1.1. the meeting has been called and takes place in accordance with the Articles; and

15.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

**15.2.** In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

**15.3.** If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **16 Quorum For Directors' Meetings**

**16.1.** At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

**16.2.** The quorum for directors' meetings is 2 eligible directors.

**16.3.** If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

16.3.1. to appoint further directors; or

16.3.2. to call a general meeting so as to enable the voting members to appoint further directors.

## **17 Chairing Of Directors' Meetings**

**17.1.** The Chair will chair all meetings of the directors at which the Chair is present.

**17.2.** If the Chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the Vice Chair shall chair the meeting.

**17.3.** If the Vice Chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

## **18 Casting Vote**

**18.1.** Subject to Article 18.2, if the numbers of votes for and against a proposal are equal, the chair of the meeting of the directors has a casting vote.

**18.2.** The chair of the meeting of the directors shall not have a casting vote if, in accordance with the Articles, the chair of the meeting of the directors is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **19 Conflicts Of Interest**

**19.1.** If a director of the Association is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Association, that director must declare the nature and extent of that interest to the other directors.

**19.2.** In respect of the interest declared, the director shall:-

19.2.1. not be counted in the quorum present at the meeting to consider such matter;

19.2.2. have no vote on such matter; and

19.2.3. leave the room and take no further part in the discussion on such matter.

**19.3.** The provisions of Article 19.2 shall not apply when:

19.3.1. the Association by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;

19.3.2. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

19.3.3. the director's conflict of interest arises from a permitted cause.

**19.4.** For the purposes of this Article, the following are permitted causes:

19.4.1. a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Association or any of its subsidiaries;

19.4.2. subscription, or an agreement to subscribe, for securities of the Association or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

19.4.3. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Association or any of its subsidiaries which do not provide special benefits for directors or former directors.

**19.5.** For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

**19.6.** Subject to Article 19.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair whose ruling in relation to any director other than the chair is to be final and conclusive.

**19.7.** If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair, the question is to be decided by a decision of the directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **20 Records Of Decisions To Be Kept**

**20.1.** The directors must ensure that the Association keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

## 21 Directors' Discretion To Make Further Rules

21.1. Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## 22 Appointment Of Directors

22.1. The board shall consist of:

22.1.1. one director who shall be Independent and the chair of the board (the "Chair"), such position to be appointed by a majority vote of the Appointed Directors;

22.1.2. one director who shall be Independent and the vice chair of the board (the "Vice Chair"), such position to be appointed by a majority vote of the Appointed Directors;

22.1.3. the CEO for so long as they remain employed by the Association in such a role, such position to be appointed by a majority vote of the Appointed Directors;

22.1.4. the President and Vice President, each of whom shall be elected by the voting members in accordance with Article 22.5 (the "Elected Directors"); and

22.1.5. at least 6 non-executive directors, each of whom shall be Independent ("Appointed Directors"), who shall have the following titles (or such other titles and roles as the board may determine from time to time):

22.1.5.1. People & Culture Director;

22.1.5.2. Inclusion & Belonging Director;

22.1.5.3. Performance Director;

22.1.5.4. Finance Director;

22.1.5.5. External Affairs Director;

22.1.5.6. Commercial Director;

22.1.5.7. Safeguarding; and

22.1.5.8. Legal & Governance Director.

22.2. There shall be a minimum of 6 directors and no limit on the maximum number of directors.

**22.3.** Appointed Directors must agree to become members and shall:

22.3.1. be appointed following a formal vetting process by an appointments panel, taking account of the candidate's ability, experience and expertise to fulfil the identified role on the board;

22.3.2. hold office for a period of two years following which, subject to Article 22.3.3, they shall be eligible for reappointment in accordance with Article 22.3.1; and

22.3.3. not hold office for more than three consecutive terms of two years.

**22.4.** An Appointed Director retiring at the end of his or her third term of office shall be eligible for reappointment after a period of not less than two years.

**22.5.** An Elected Director must be a member and shall:

22.5.1. be nominated and seconded in writing by any two voting members, with the completed Association application form received by the Association secretary at least six weeks prior to the proposed date of the relevant annual general meeting;

22.5.2. be elected at the annual general meeting by a simple majority of the voting members;

22.5.3. hold office for a period of three years following which, subject to Article 22.5.4, they shall be eligible for reappointment in accordance with Articles 22.5.1 and 22.5.2; and

22.5.4. not hold office for more than two consecutive terms of three years.

**22.6.** An Elected Director retiring at the end of his or her second term of office shall be eligible for reappointment after a period of not less than two years.

**22.7.** The key responsibilities of the President, which may be varied by the board from time to time, shall be to:

22.7.1. chair the Members Council and ensure effective representation of member views;

22.7.2. provide strategic and advisory insight on participation and engagement, reflecting member priorities;

22.7.3. represent the Association at ceremonial, national, or stakeholder-facing events as required;

22.7.4. act as a liaison between the members and the Association's senior leadership team;

22.7.5. uphold and promote the values of the Association and the principles of good governance; and

22.7.6. support succession planning and talent development across membership channels.

**22.8.** The key responsibilities of the Vice President, which may be varied by the board from time to time, shall be to:

22.8.1. deputise for the President in chairing the Members Council and fulfilling representative duties;

22.8.2. support advisory functions relating to participation and engagement;

22.8.3. represent the Association at appropriate events or meetings where the President is unavailable;

22.8.4. engage with the CEO and the Association's senior leadership team to communicate membership related insight and priorities; and

22.8.5. promote the values of the Association and advocate for inclusive leadership.

**22.9.** If a director is removed from office or otherwise ceases to be a director before retiring from office pursuant to this Article 22, the vacancy may be filled by the relevant procedure set out in this Article 22.

**22.10.** In exceptional circumstances the board may co-opt a director if it is necessary to ensure that the board has the skills and experience needed to fulfil its role.

**22.11.** As soon as reasonably practicable after their appointment, for so long as the Association remains a Controlling Shareholder of the Dragons, the Association shall procure that a director of the Association shall also be appointed as a director of the Dragons by notice in writing to the Dragons in accordance with the Dragons Articles.

**22.12.** For the avoidance of doubt, the director appointed under this article is not required to serve as Chair of the Dragons, and the Association shall retain discretion to nominate any suitable individual as Chair of the Dragons in accordance with the Dragons Articles.

## **23 Termination Of Director's Appointment**

**23.1.** A person ceases to be a director as soon as:

23.1.1. that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

23.1.2. a bankruptcy order is made against that person;

23.1.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;

23.1.4. a registered medical practitioner who is treating that person gives a written opinion to the Association stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

23.1.5. notification is received by the Association from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;

23.1.6. that person completes the maximum period in office permitted by Article 22;

23.1.7. that person shall have been absent from meetings of the directors for more than 6 consecutive months without permission of the directors;

23.1.8. that person is suspended from taking part in netball and/or netball management; or

23.1.9. that person does any act or thing which in the opinion of the directors brings the Association into disrepute.

**23.2.** As soon as reasonably practicable after a person ceasing to be a director, for so long as the Association remains a Controlling Shareholder of the Dragons, the Association shall procure that the relevant person is also removed as a director of the Dragons by notice in writing to the Dragons in accordance with the Dragons Articles.

## **24 Directors' Remuneration**

**24.1.** Directors may undertake any services for the Association that the directors decide.

**24.2.** Directors are entitled to such reasonable and proper remuneration as the directors determine:

24.2.1. for their services to the Association as directors, and

24.2.2. for any other service which they undertake for the Association.

**24.3.** Subject to the Articles, a director's remuneration may:

24.3.1. take any form, and

24.3.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

**24.4.** Unless the directors decide otherwise, directors' remuneration accrues from day to day.

**24.5.** Unless the directors decide otherwise, directors are not accountable to the Association for any remuneration which they receive as directors or other officers or employees of the Association's subsidiaries or of any other body corporate in which the Association is interested.

## **25 Directors' Expenses**

**25.1.** The Association may pay any reasonable expenses which the directors and the secretary) properly incur in connection with their attendance at:

25.1.1. meetings of directors or committees of directors;

25.1.2. general meetings of the members; or

25.1.3. or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Association.

## **26 Secretary**

**26.1.** The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **27 Membership**

**27.1.** No individual or organisation shall become a member of the Association unless:

27.1.1. that individual or organisation applies to the Association using the application process set out in the Rules and Byelaws or otherwise approved by the directors; and

27.1.2. the application is approved by the directors.

27.1.3. A letter shall be sent to each successful applicant confirming their membership of the Association and the details of each successful applicant shall be entered into the Register of Members by the secretary.

**27.2.** Membership of the Association shall be open to any individual, club, school, college or university.

**27.3.** Individual members, having attained the age of 18 years, shall be entitled to attend, speak and have one vote at general meetings.

**27.4.** Each club, school, college or university shall be considered as one member and shall be entitled to send one representative, aged 18 years or over, to speak and have one vote at general meetings.

**27.5.** Each Area Association shall be considered as one member and shall be entitled to send one representative, aged 18 years or older, to speak and have one vote at general meetings. An Area Association shall agree and determine its own constitution provided it shall not conflict in any respect with these Articles.

**27.6.** Subject to the approval of the board:

27.6.1. any company, association or sports club in Wales with an interest in netball;

27.6.2. any individual, club, school, college or university in a country or state where no national netball association exists; and

27.6.3. any player who is a member of a junior netball club in Wales established for players under the statutory school leaving age, shall be eligible to become a non-voting member. A non-voting member shall not have voting rights and shall not be entitled to attend and speak at general meetings.

**27.7.** The directors may in their absolute discretion decline to accept any application for membership and need not give reasons for doing so.

**27.8.** The directors may prescribe criteria for membership of the Association but shall not be obliged to accept individuals or organisations fulfilling those criteria as members.

**27.9.** All members must adhere to the Membership Terms and Conditions at all times.

**27.10.** All members, with the exception of Honorary Life Members, must pay to the Association an annual membership fee, payable in September in each year, to be decided by the directors from time to time.

**27.11.** The consent of a majority of voting members present (by proxy or by their corporate representatives) and voting at a general meeting shall be required where any proposed increase to the annual membership fee is higher than the Consumer Prices Index for the year ending three months before the month of the relevant general meeting, or 5% if lower.

## **28 Expulsion Of Member**

**28.1.** The directors may terminate or suspend the membership of any member, or take any other action which the directors think fit, without their consent by giving the member written notice if, in the reasonable opinion of the directors, the member:

28.1.1. is guilty of conduct which has or is likely to have a serious adverse effect on the Association or bring the Association or any or all of the members and directors into disrepute; or

28.1.2. has acted or has threatened to act in a manner which is contrary to the interests of the Association as a whole; or

28.1.3. has failed to observe the terms of these Articles, the Rules and Byelaws and/or the Membership Terms and Conditions.

**28.2.** Following termination of membership, the member shall be removed from the Register of Members by the secretary.

**28.3.** The notice to the member must give the member the opportunity to be heard in writing or in person as to why their membership should not be terminated or suspended. The board shall have the power to appoint and constitute a disciplinary committee and make such terms of reference and regulations as it considers necessary for the conduct and proceedings of such a disciplinary committee.

**28.4.** A member who has been the subject of disciplinary action under this Article 28 shall have the right to appeal to an independent appeals committee in accordance with the Rules and Byelaws. The independent appeals committee may affirm, vary or rescind any action decided by the disciplinary committee and/or the board.

**28.5.** A member whose membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Association any subscription or other sum owed by them.

## **29 Termination Of Membership**

**29.1.** A member may withdraw from membership of the Association in accordance with the terms of the Membership Terms and Conditions or otherwise as the directors shall approve.

**29.2.** Membership is not transferable.

**29.3.** A membership terminates when that member dies or ceases to exist.

## **30 Honorary Membership**

**30.1.** Subject to ratification by the voting members by the passing of an ordinary resolution at an annual general meeting, honorary life membership of the Association may be conferred by the

board upon any person who has rendered special service to the Association (an “Honorary Life Member”), with such rights and privileges as the Board may determine.

**30.2.** Honorary Life Members shall have the right to attend and speak but not vote at general meetings.

**30.3.** If the Honorary Life Member is also a netball player, coach or umpire, the Association shall pay the fee for the insurance policy required for the Honorary Life Member to carry out those roles within the jurisdiction of the Association.

## **31 Notice Of General Meetings Of The Members**

**31.1.** An annual general meeting of the Association shall be held in each year at a time and place (which may be virtual) as determined by the board.

**31.2.** Every notice convening a general meeting (including the annual general meeting) of the Association must comply with the provisions of:-

31.2.1. section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting;

31.2.2. section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies; and

31.2.3. every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Association.

**31.3.** Every general meeting (including the annual general meeting) of the Association shall be convened by the Association giving at least 14 clear days’ notice and for this purpose “clear days” means a period of days exclusive of the day on which the notice is served and of the day for which it is given.

**31.4.** A general meeting may be called at any time by the board, the Association secretary, the Chair acting on behalf of the board or on a written requisition to the board signed by not less than 25 voting members, such requisition stating the object and any resolutions to be proposed at the general meeting.

**31.5.** On receipt of a written request made pursuant to Article 31.3, the Association secretary or the Chair must call a general meeting within 21 days and the general meeting must be held not more than 42 days after the date of the notice calling the general meeting.

## **32 Attendance And Speaking At General Meetings**

**32.1.** A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

**32.2.** A voting member is able to exercise the right to vote at a general meeting when:

32.2.1. that voting member is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

32.2.2. that voting member's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other voting members attending the meeting.

**32.3.** The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it (by any method, virtual or otherwise).

**32.4.** In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

**32.5.** Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **33 Quorum For General Meetings**

**33.1.** The quorum of a general meeting is 12 voting members.

**33.2.** No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **34 Chairing General Meetings**

**34.1.** The Chair shall chair general meetings if present and willing to do so.

**34.2.** If the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Vice Chair shall chair the meeting.

**34.3.** If the Vice Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

34.3.1. the directors present, or

34.3.2. (if no directors are present), the meeting, must appoint a director or voting member to chair the meeting, and the appointment of the chair of the general meeting must be the first business of the meeting.

**34.4.** The person chairing a meeting in accordance with this Article is referred to as “the chair of the general meeting”.

## **35 Attendance And Speaking By Directors And Non-Members At General Meetings**

**35.1.** Directors may attend and speak at general meetings, whether or not they are members.

**35.2.** The chair of the general meeting may permit other persons who are not members of the Association to attend and speak at a general meeting.

## **36 Adjournment Of General Meeting**

**36.1.** If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the general meeting must adjourn it.

**36.2.** The chair of the general meeting may adjourn a general meeting at which a quorum is present if:

36.2.1. the meeting consents to an adjournment, or

36.2.2. it appears to the chair of the general meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

**36.3.** The chair of the general meeting must adjourn a general meeting if directed to do so by the meeting.

**36.4.** When adjourning a general meeting, the chair of the general meeting must:

36.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

36.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

**36.5.** If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Association must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

36.5.1. to the same persons to whom notice of the Association's general meetings is required to be given; and

36.5.2. containing the same information which such notice is required to contain.

**36.6.** No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **37 Voting At General Meetings**

**37.1.** Subject to the Act, at any general meeting every voting member who is present in person (or by proxy) shall on a show of hands have one vote and every voting member present in person (or by proxy) shall on a poll have one vote. For the avoidance of doubt, where the voting member is an organisation and more than one representative of that member is present in person (or by proxy), only the nominated representative of that voting member shall only be entitled to one vote whether on a show of hands or on a poll.

**37.2.** No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the general meeting whose decision is final.

**37.3.** If the number of votes for and against a resolution at a general meeting are equal, the chair of the general meeting shall have a casting vote.

## **38 Poll Votes At General Meetings**

**38.1.** A poll on a resolution may be demanded:

38.1.1. in advance of the general meeting where it is to be put to the vote, or

38.1.2. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

**38.2.**A poll may be demanded by:

38.2.1. the chair of the general meeting;

38.2.2. the directors; or

38.2.3. a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

**38.3.**A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.

**38.4.**A demand for a poll may be withdrawn if:

38.4.1. the poll has not yet been taken, and

38.4.2. the chair of the general meeting consents to the withdrawal.

**38.5.**Polls must be taken immediately and in such manner as the chair of the general meeting directs.

## **39 Content Of Proxy Notices Used At General Meetings**

**39.1.**Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

39.1.1. states the name and address of the member appointing the proxy;

39.1.2. identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;

39.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

39.1.4. is received at an address specified by the Association in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote and in accordance with any other instructions contained in the notice of the general meeting to which they relate.

**39.2.**The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

**39.3.** Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

**39.4.** Unless a proxy notice indicates otherwise, it must be treated as:

39.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

39.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **40 Delivery Of Proxy Notices At General Meetings**

**40.1.** Any proxy notice received at such address as is referred to in Article 39.1.4 less than 48 hours before the time for holding the general meeting or adjourned general meeting shall be invalid.

**40.2.** A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.

**40.3.** An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

**40.4.** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

**40.5.** If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **41 Amendments To Resolutions At General Meetings**

**41.1.** An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-

41.1.1. notice of the proposed amendment is given to the Association in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the general meeting may determine); and

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

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

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

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

**41.3.** If the chair of the general meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## **42 Means Of Communication To Be Used**

**42.1.** Subject to the Articles, anything sent or supplied by or to the Association under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.

**42.2.** Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

**42.3.** A director may agree with the Association that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

**42.4.** Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied under these Articles by the Association to a person by being made available on a website.

**42.5.** A member whose address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices under these Articles may be sent to them or an address to which notices may be sent by electronic means is entitled to have notices sent to them at that address, but otherwise no such member is entitled to receive any notices from the Association.

**42.6.** If the Association sends or supplies notices or other documents under these Articles by first class post and the Association proves that such notices or other documents were properly

addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 24 hours after posting.

**42.7.** If the Association sends or supplies notices or other documents under these Articles by electronic means and the Association proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.

**42.8.** If the Association sends or supplies notices or other documents under these Articles by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

**42.9.** For the purposes of this Article 42, no account shall be taken of any part of a day that is not a business day.

## **43 Seals**

**43.1.** Any common seal may only be used by the authority of the directors.

**43.2.** The directors may decide by what means and in what form any common seal is to be used.

**43.3.** Unless otherwise decided by the directors, if the Association has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

**43.4.** For the purposes of this Article, an authorised person is—

43.4.1. any director of the Association;

43.4.2. the Association secretary (if any); or

43.4.3. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **44 No Right To Inspect Accounts And Other Records**

**44.1.** Except as provided by law or authorised by the directors or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or documents merely by virtue of being a member.

## 45 Provision For Employees On Cessation Of Business

45.1. The directors may decide to make provision for the benefit of persons employed or formerly employed by the Association or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Association or that subsidiary.

## 46 Indemnity And Insurance

46.1. Subject to Article 46.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

46.1.1. each relevant officer shall be indemnified out of the Association's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer in the actual or purported execution and/or discharge of their duties, or in relation to them including any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Association's (or any associated company's) affairs; and

46.1.2. the Association may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in Article 46.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

46.2. This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

46.3. The directors may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any relevant officer in respect of any relevant loss.

46.4. In this Article:-

46.4.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;

46.4.2. a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to

the Association, any associated company or any pension fund or employees' share scheme of the Association or associated company; and

46.4.3. a **relevant officer** means any director or other officer or former director or other officer of the Association or an associated company, but excluding in each case any person engaged by the Association (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor.

## 47 Rules And Byelaws

47.1. The board shall have the power from time to time to make, alter, add to and revoke the Rules and Byelaws relating to the Association or its administration or affairs for the carrying out of the Objects.