

**THE COMPANIES ACT 2006 Company Limited by Guarantee  
and not having a Share Capital**

**ARTICLES OF ASSOCIATION  
OF  
ENGLAND FENCING LTD**

**Registered Number: 06506009**

(Adopted by Special Resolution dated ..... 2024)

**PRELIMINARY**

1. In these articles of association, unless the context indicates otherwise the words and expressions set out below shall bear the meanings set opposite to them:

**WORDS**

**MEANINGS**

Acts	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.
Affiliated Club	A club affiliated to England Fencing pursuant to Article 12.
AGM	The Annual General Meeting
Announcement Date	A date set by the Board pursuant to Article 67 by which date details of an election shall be published.
Articles	These articles of association of England Fencing, as may from time to time be updated or amended, and the term Articles shall be construed accordingly.
Associated Body	A body or organisation which the Directors have approved as an Associated Body pursuant to Article 12.
BFA	British Fencing Association Limited, a company incorporated under the laws of England and Wales and limited by guarantee, and which is the national governing body for the sport of fencing in the United Kingdom.
Board	The board of directors of England Fencing.

Closing Date	A date set by the Board pursuant to Article 67 by which completed ballot papers must have been received by the Electoral Officer.
Connected	A person is connected to another if they are not Unconnected to that person .
Delegate	A duly authorised representative of an Affiliated Club or an Associated Body entitled to vote at general meetings of England Fencing on behalf of that Affiliated Club or Associated Body.
Directors	The directors for the time being of England Fencing.
Electoral Officer	The person appointed in accordance with Article 81.
Electronic Form	Has the meaning given in section 1168 of the Companies Act 2006.
England Fencing	England Fencing Limited.
Home Country	A geographic area whose interests are recognised by the BFA as being represented by a Home Country Fencing Organisation.
Independent	Means a person skilled and experienced in corporate governance or other functions that will assist the Board to operate efficiently who has no material dependency on the Sport other than their position as a Director.
Member	An individual admitted to membership of England Fencing pursuant to these Articles.
Month	Calendar Month.
Nomination Date	A date set by the Board pursuant to Article 67 by which nominations should be received by the Secretary.
Proxy Notice	Has the meaning given in Article 37.
Qualifying Date	A date set by the Board pursuant to Article 67 on which a person must be a Voting Member in order to qualify as a Qualifying Voting Member.
Qualifying Voting Member	A Voting Member (excluding the Electoral Officer) whose name is entered on the Roll on the Qualifying Date fixed in relation to the ballot in question and whose membership is fully paid up.

Regional Committee	A committee recognised by the Board to engage with Members in relation to the Sport in accordance with the rules and to promote the development of the Sport in its designated geographical or administrative area.
Roll	The register of Members and Affiliated Clubs kept by, or on behalf of, England Fencing.
Seal	The common seal of England Fencing.
Secretary	The Company Secretary, if one is appointed, for the time being of England Fencing.
Sport	The sport of fencing.
Unconnected	Two persons are unconnected from one another if they are not related, in a romantic relationship or co-habiting with one another. In this context, "related" is taken to mean that one person is the parent, spouse, civil partner, child (adopted or by birth), sibling, grandparent, grandchild, uncle, aunt or first cousin of the other (and provided that each applies equally if "step" were added before, or "in law" afterwards).
United Kingdom	The United Kingdom of Great Britain and Northern Ireland.
Voting Member	A Member aged 18 or over of any category of membership or a Delegate subject to annual renewal
Writing	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 hard copy form
2.	Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on England Fencing.
3.	No regulations contained in any statute or subordinate legislation, including but not limited to the regulations contained in the Model Articles for Private Companies Limited by Guarantee in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229), shall apply as regulations or articles of association of England Fencing.
4.	Words importing the singular number shall include the plural number, and vice versa; and words importing the masculine gender shall include the feminine gender.
5.	Reference in these Articles to any statutory provisions shall be construed as including references to:

- 5.1. any statutory modification or re-enactment thereof; and
- 5.2. all statutory instruments, regulations or orders made pursuant thereto.

#### **LIABILITY OF MEMBERS**

- 6. The liability of the Members is limited to one pound sterling (£1), being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one (1) year after he ceases to be a Member, for:
  - 6.1. payment of the Company's debts and liabilities contracted before he ceases to be a Member;
  - 6.2. payment of the costs, charges and expenses of winding up; and
  - 6.3. adjustment of the rights of the contributories among themselves.

#### **OBJECTS**

- 7. For the purposes of section 31 of the Companies Act 2006, the Company's objects shall be unrestricted. Without prejudice to the generality of the foregoing, the Company's aims shall be to:
  - 7.1 further the interests of English fencers;
  - 7.2 promote, develop and foster the Sport, in all aspects, in England; and
  - 7.3 to do all such other lawful things as are incidental or conducive to the attainment of the above aims or any of them.

#### **MEMBERS, AFFILIATED CLUBS AND ASSOCIATED BODIES**

- 8. England Fencing shall have such classes of membership and such classes of affiliation, each enjoying such privileges and being subject to such rules, on a non-discriminatory and fair basis, as the Board shall decide from time to time.

#### **MEMBERS**

- 9. Membership of England Fencing shall be open to anyone interested in the Sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of the Sport. The Board may remove membership only for good cause as detailed in Articles 21 and 24.
- 10. No person shall become a Member of England Fencing unless:
  - 10.1. that person has completed an application for membership in a form approved by the Board which shall include the proposed member's written consent to becoming a Member of England Fencing;

- 10.2. the Board (or a person or persons authorised on their behalf, which may include BFA) have approved the application, acting in accordance with the principles laid down in these Articles; and
- 10.3. the person in question pays the membership subscription for the class of membership applied for (or makes suitable arrangements for payments in a form approved by the Board from time to time).
- 11. Any person on agreeing to become and having been accepted as a Member, and any club or organisation on agreeing to become and having been accepted as an Affiliated Club or Associated Body, shall be bound by these Articles.

#### **AFFILIATED CLUBS AND ASSOCIATED BODIES**

- 12. Any fencing club shall, subject to the discretion of the Board, be affiliated to England Fencing upon making written application and paying the appropriate subscription and shall, if required, send a copy of its rules to the Secretary. The name of such club shall be duly entered on the Roll.
- 13. The Board may appoint anybody of persons including but not limited to Regional Committees, to be an Associated Body upon such terms as they may think fit but subject to the provisions of these Articles, and shall have power to remove the same.
- 14. Each Affiliated Club and Associated Body shall receive notice of general meetings and may appoint a Delegate who may vote at general meetings pursuant to these Articles.

#### **SUBSCRIPTIONS**

- 15. Every Member, Affiliated Club and Associated Body shall pay such subscription (if any) of the appropriate class as shall be determined by the Board from time to time.
- 16. Subject to the provisions of the Acts, no Member, Affiliated Club or Associated Body, whose subscription (if any) is unpaid, shall be entitled to any privileges of membership, association or affiliation (as the case may be).

#### **TERMINATION OF MEMBERSHIP**

- 17. Any Member, Affiliated Club, or Associated Body shall be entitled to resign from England Fencing on giving at least 14 days' notice in Writing to the Board but England Fencing shall not be obliged to repay any part of any subscription paid by the retiring member, and if no subscription has been paid the retiring member will remain liable to pay the whole of the subscription in respect of the period during which (or part thereof) they were members of England Fencing.
- 18. Membership is non-transferable.
- 19. Other than as set out in Article 17, a Member's membership terminates when:
  - 19.1. they die or cease to exist; or
  - 19.2. they are expelled from membership in accordance with Article 21.

## **MEMBER ACCEPTANCE AND EXPULSION**

20. A prospective member shall become a Member if:
  - 20.1. they apply for membership of BFA, indicate that they wish to become a member of England Fencing, and are accepted for membership by BFA.
21. In addition to and without prejudice to the process as set out in Article 24, the Directors may separately from BFA, by decision of the Board, terminate the membership of any Member, of any category, where:
  - 21.1. the Member in question commits any serious or repeated breach of these Articles;
  - 21.2. the Member fails to pay their subscriptions at the time or in the manner reasonably specified by the Board; and/or
  - 21.3. the Directors have reasonable and objective cause to believe that Member's continued membership would be likely:
    - 21.3.1. to bring England Fencing or the Sport into disrepute;
    - 21.3.2. to hinder or prejudice the aims of England Fencing;
    - 21.3.3. to pose a danger to the England Fencing's other Members, staff, visitors or facilities.
22. Where the Directors have the rights to terminate the membership of a Member, they may instead choose to suspend their Membership, which may include without limitation:
  - 22.1. suspending their right to vote on any resolution put to the Members or to attend a general meeting of England Fencing;
  - 22.2. suspending their right to stand for election as a Director; and/or
  - 22.3. suspending or imposing restrictions on their ability to participate in the Sport to the extent it is within England Fencing's power to do so.
23. Before the Directors take any decision in relation to the potential expulsion of a Member under Article 21, they shall give the Member in question notice in writing of the conduct or circumstances giving rise to the potential termination of Membership at least 14 days in advance of the meeting at which the proposed termination will be considered. The Member shall be able to object to the proposed termination, or challenge the facts underlying the proposed termination, in writing to the Board at any time before the meeting scheduled to consider the matter.
24. Members of England Fencing shall also be subject to the Disciplinary Rules and Regulations of the BFA (and any associated rules and bye laws from time to time applying to members of BFA). Where BFA takes a decision to expel a person from membership of BFA, this will automatically terminate that person's membership of England Fencing at the same time.

25. In Articles 21 to 23 above, any reference to a Member or membership shall be taken to apply equally to any Affiliated Club or Associated Body and their affiliation or association as applicable.

### **GENERAL MEETINGS**

26. In addition to any general meetings which the Board may consider necessary or desirable, or which may be requisitioned by the Members in accordance with the provisions of the Acts, a general meeting shall be held once in every year at such time (not being more than fifteen (15) months after the holding of the last preceding general meeting) and place as may be prescribed by the Directors from time to time which shall be designated by the Board as the annual general meeting (the "**AGM**"). In default of a general meeting being so held, the AGM may be convened by any two Members in the same manner as nearly as possible as meetings are to be convened by the Directors.
27. Other than the AGM, a general meeting shall also be convened:
- 27.1. by resolution of the Board; or
- 27.2. on the written request of at least 5% of the Voting Members or otherwise by the Members pursuant to the provisions of the Acts. A Voting Member may request confirmation of the number of Voting Members required for the purposes of this Article. Such request must be made to the Secretary in writing. The Secretary shall provide written confirmation to that Member within 21 days of receiving the request. In the absence of manifest error, that confirmation shall be binding on all concerned.

### **Notice of General Meetings**

28. Not less than twenty-one (21) days' notice of every general meeting (including an AGM) shall be given to those persons that are entitled to receive such notices under these Articles or under the Acts. The notice of meeting shall specify the place of the meeting, the date and the time of meeting and the general nature of the business to be transacted at the meeting.
29. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate the proceedings at that meeting.

### **Proceedings at General Meetings**

30. There shall be no quorum for the transaction of business at a general meeting.
31. The President or in his absence the Deputy President shall preside as chairperson at every general meeting. If he is not present within fifteen minutes after the time fixed for holding the meeting or is unwilling to act as chairperson of the meeting the Directors shall choose one of their number to act as chairperson of the meeting. If no Director is present or willing to act as chairperson at the meeting the Voting Members present shall choose one of their number to preside at the meeting.

32. The chairperson of the meeting may, with the consent of any such meeting (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place. No business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. Save as aforesaid, the Members and other persons entitled to attend general meetings shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

### **Voting At General Meetings**

33. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Acts, a poll may be demanded:

33.1. by the chairperson; or

33.2. by at least two Voting Members

In the case of an equality of votes the chairperson of the meeting shall be entitled to a second or casting vote.

34. At any general meeting each Voting Member present in person and each Delegate who is present in person and whose written nomination signed by a duly authorised officer of the Affiliated Club or Associated Body he represents shall have reached the Secretary not less than two days before the date of the meeting, shall have one vote, except that:

34.1. upon a poll being taken

34.1.1. a Delegate who is also a Voting Member may vote both as a Delegate and as a Member;

34.1.2. a Delegate duly nominated by two or more Affiliated Clubs or Associated Bodies shall have one vote for each such club or body he represents;

34.1.3. votes of Voting Members may be given either personally or, where the provisions of Article 37 are complied with, by proxy. Where a person has been appointed as a proxy for more than one Voting Member, they shall have one vote for each appointor, in addition to any vote on their own account if they are also a Voting Member.

34.2 no Voting Member or Delegate shall be entitled to vote unless any subscription then outstanding and payable to England Fencing by him or by the Affiliated Club or the Associated Body he represents (as the case may be) has been duly paid.

35. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the



same meeting, or at any adjournment thereof, and not in that case unless it shall in the opinion of the chairperson be of sufficient magnitude to vitiate the resolution.

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

## PROXIES

37. Proxies may only validly be appointed by a notice in Writing (a "**Proxy Notice**") which:
  - 37.1. states the name and address of the Member appointing the proxy;
  - 37.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 37.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 37.4. is delivered to England Fencing not less than forty-eight (48) hours before the time appointed for holding the meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which it relate.
38. England Fencing may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
39. 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.
40. Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 40.1. Delivery of Proxy Notices 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
  - 40.2. 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.
41. 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 England Fencing by or on behalf of that person

42. An appointment under a Proxy Notice may be revoked by delivering to England Fencing a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
43. 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.
44. 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.

## **BOARD**

45. England Fencing shall have a maximum of twelve (12 ) Directors. Among the number of Directors shall be:
  - 45.1. the President, who shall be selected in accordance with Articles 58 to 62 ;
  - 45.2. the Deputy President, who shall be selected in accordance with Articles 63 and 64;
  - 45.3. the Regional Director, who shall be selected in accordance with Articles 64A and 64B;
  - 45.4. a maximum of seven (7) elected directors (excluding the President); and
  - 45.5. up to three (3) appointed directors in accordance with Articles 88 to 91
46. The Directors shall either be elected by ballot in accordance with Articles 67 to 87 or appointed by the Board in accordance with Articles 63 to 64B or Articles 88 to 90.
47. At least three (3) of the Directors holding office at any time (including the President) must be Unconnected. If fewer than three Directors are elected or appointed who are Unconnected, then the Board must promptly appoint additional Unconnected Directors. If sufficient additional Directors cannot be appointed without breaching the maximum number of Directors, then the most recently elected or Connected persons shall be deemed to have resigned, so that there are sufficient vacancies to appoint the required number of Unconnected Directors.
48. Every Director shall be entitled to receive notice of and to attend and speak at all general meetings.
49. Any Member who is willing to act as a Director, and is permitted by law to do so, may be appointed as a Director in accordance with these Articles.
50. In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in Writing, to appoint a person to be a Director (whether or not they are a Member).

51. For the purposes of Article 50, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.
52. All the Directors (including the President) will be deemed to retire by rotation at the conclusion of the fourth AGM after their appointment and shall be eligible for re-election thereat in accordance with these Articles (as either Director or President).
53. No person may offer themselves for election as Director or President under Article Articles 67 to 87 if they have already served as a Director (including as President) for five (5) or more years of the last eleven (11) years.
54. No person may be appointed as a Director under Article 88 to 90 if they have already served as a Director (including as President) for eight (8) or more years of the last eleven (11) years.
55. *Deleted*
56. *Deleted*
57. *Deleted*

#### **APPOINTMENT OF THE PRESIDENT**

58. The President shall be elected by ballot in accordance with Articles 67 to 87.
59. Subject to Article 60, the President shall hold office until the earliest of:
  - 59.1. the end of the fourth AGM following his election; or
  - 59.2. he ceases to be a Director by virtue of Article 92.
60. An outgoing President shall be eligible for re-election, subject to the rules laid out in Article 53.
61. If the President vacates office before the end of his term of office, the Deputy President shall become the Acting President who shall continue in office until the next AGM, at which a new President shall be elected. The Acting President shall, unless they are required to stand down at the next AGM, remain in office as Director for the unexpired portion of their term in office.
62. Where for whatever reason no President is elected at an AGM (where for example there were no nominees put forward) the Directors shall by simple majority choose one of their number to serve as President until the next AGM (in addition to selecting the Deputy President in accordance with Articles 88 to 90).

#### **APPOINTMENT OF THE DEPUTY PRESIDENT AND THE REGIONAL DIRECTOR**

63. At the first Board meeting following each AGM, the Directors shall by simple majority vote select one of their number (other than the President) to serve as Deputy President until the following AGM.

64. In the event that the Deputy President either ceases to be a Director or becomes the Acting President before the date of the following AGM, then the Directors shall select request that the chair persons of the Regional Committees put forward a new candidate in accordance with Article 63 .a replacement Deputy President to serve until the AGM, again by simple majority vote.
- 64A. At least seven (7) days in advance of the AGM (unless a replacement is required as set out in Article 64B), the chair persons of those Regional Committees recognised as Associate Bodies by the Board, will put forward a candidate for Regional Director. The Board will then carry out any necessary checks it considers necessary as to the suitability of the candidate and, subject to a satisfactory outcome, the candidate will be appointed as a Director until the next AGM.
- 64B. In the event that the Regional Director either ceases to be a Director or becomes the Acting President before the date of the following AGM, then the Directors shall request that the chair persons of the Regional Committees put forward a new candidate in accordance with Article 64A a replacement candidate for Regional Director to serve until the AGM.

### **ELECTION PROCEDURE**

65. The maximum number of Members that may be elected as Directors at any AGM is that number which would bring the total number of Directors, including the President, up to eight (8) immediately following the conclusion of the AGM (and taking into account retirements by rotation thereat).
66. Where these Articles require that a ballot be held to elect a Director, including the President:
  - 66.1. Such ballot shall be conducted in accordance with these Articles and with such regulations as the Board may make in relation to the administrative procedures for the holding of the ballot;
  - 66.2. The ballot shall be held each year so as to have the results available for declaration at the AGM;
  - 66.3. No challenge to the result or the validity of the ballot, on any grounds whatsoever, shall be considered unless received in writing by the Electoral Officer not later than 5 working days after the date on which notice of the result of the election is served on the candidates.
  - 66.4. If there is only one candidate for a position, or a number of candidates equal to or less than the number of positions available, the candidates duly nominated shall be deemed to have been elected without the need to send out ballot papers.

### **Procedure**

67. On each occasion that the election of directors is required the Board shall select the following dates:
  - 67.1. An Announcement Date.

- 67.2. A Nomination Date. The Nomination Date shall be at least 10 working days after the Announcement Date.
- 67.3. A Qualifying Date. The Qualifying Date shall be not more than 60 working days and not less than 10 working days before the Closing Date.
- 67.4. A Closing Date. The Closing Date must be at least 15 working days after the last date for the despatch of the ballot papers.
68. The Board shall, on or before the Announcement Date, publish details of the election on the Company's website and in such additional manner as they think fit.

### **Nomination**

69. All candidates for a position must be validly nominated. In order for a nomination to be valid, and subject to any other provision in these Articles:
- 69.1. a candidate must be a Qualifying Voting Member and must agree to be nominated;
- 69.2. a nomination must be supported by at least one other Qualifying Voting Member;
- 69.3. each nomination must be made in the form required by the Board; and
- 69.4. each nomination must be received at the address specified on the nomination form by the Nomination Date
- 69.5. The Board may choose to appoint an external agency skilled in the running of governance procedures to administer part or all of the nomination and ballot procedures in cooperation with the Electoral Officer.
70. Nomination forms may be made available via the England Fencing website. Notwithstanding this the Secretary shall send a nomination form to any Voting Member who has requested such a form no later than 5 working days before the Nomination Date.
71. Nominations for President shall be made separately to nominations for Director. A person may apply for nomination both as President and as a Director, using two separate nominations, but a nomination as President shall not automatically include a nomination as Director in the alternative. In the event that they are elected to the post of President, their nomination for Director shall be treated as void and any votes cast for them as Director disregarded.
72. Any existing Director who is not required to retire by rotation at the AGM at which the President is to take office may be nominated as President (but not as Director) provided that they comply with the requirements of Article 53. In the event that they were elected as President, they would start a new four-year term as President from the point of their election. In the event they were not elected as President, they would nonetheless serve their remaining unexpired term as Director.

### **Ballot Paper**

73. Ballot papers may be produced in any written or digital form designated by the Board.
74. Subject to Article 66.4, all ballot papers shall be despatched to Qualifying Voting Members no later than 10 working days after the Qualifying Date.
75. The ballot paper despatched to Qualifying Voting Members must include or be accompanied by:
  - 75.1. in respect of each valid nomination, such information as the Electoral Officer considers material;
  - 75.2. a statement of the conditions to be met if the ballot paper is to be counted as valid; and
  - 75.3. a statement of the Closing Date.
76. Where there is a requirement for a vote on the nominees for Director (or President), each Qualifying Voting shall be entitled to the same number of votes as there are vacancies. Each voting member will be allowed to indicate preferences for each candidate up to the number of places available. First preferences will be counted first. In the event of a tie for any position the second preference votes will be taken into account and so on.
77. A completed ballot paper will be counted as valid only if it is received, on or before the Closing Date, by the person or body named in the ballot paper, or in the information accompanying the ballot paper, as the person or body to whom ballot papers are to be returned.

### **Declaration of results of a ballot**

78. The name of each person in the ballot:
  - 78.1. who shall individually have polled the most votes for a position; or
  - 78.2. where there is more than one vacancy, the nominees with the greatest number of votes (up to the number of vacancies),shall be declared elected at the next AGM and shall be deemed elected on and from the conclusion of such meeting.
79. In the event of a tied vote preventing determination of an elected Director (or President) the second choice votes of the members who voted shall be taken into account. If there is still no clear outcome the vote shall be re-run at the AGM between only those nominees tied for a vacancy(ies) until such time as a vote shall clearly establish an elected nominee(s).
80. Written notification of the result of the ballot shall be sent to all candidates within five working days of the result of the ballot being known by the Board.

### **Electoral Officer**

81. Prior to each ballot for the election of a Director an Electoral Officer shall be appointed by Board.
82. The Electoral Officer shall not be a candidate for election nor take or have taken any part in making a nomination in the relevant election. The Electoral Officer shall not be entitled to vote in the Election.
83. The Electoral Officer will be responsible for:
  - 83.1. ensuring that all stages of the election are conducted in accordance with these Articles and all relevant regulations made by the Board;
  - 83.2. approving the final text of the ballot paper, and of any other documents prepared in connection with the election;
  - 83.3. deciding any question affecting the validity of completed nomination forms and excluding (or requiring to be completed in a proper manner prior to the closing date for nominations if he thinks fit) all those which in his opinion are not valid;
  - 83.4. deciding any question affecting the validity of completed ballot papers and excluding these which in his opinion are not valid;
  - 83.5. deciding any other questions in connection with the election;
  - 83.6. conducting the count of votes (unless this has been delegated by the Board to a suitable body);
  - 83.7. deciding the result of the election (unless delegated as mentioned above);
  - 83.8. advising the Board of the result of the election not more than seven days after the closing date for the receipt of the ballot papers; and
  - 83.9. taking such steps as he considers expedient to ensure the secrecy of the ballot.
84. The Electoral Officer shall have the power to appoint such other persons as he thinks fit to assist him in carrying out his duties, but such other persons shall not be candidates for election nor take part or have taken part in making any nomination in the relevant election.
85. Neither the Electoral Officer nor any person appointed to assist him shall disclose to any person in whose favour any voter or voters shall have cast his or their votes except by order of the Board.
86. The Electoral Officer has authority to interpret but not to alter these Articles.
87. Save in the case of manifest error all decisions made by the Electoral Officer within the authority given to him shall be final and binding.

## **CASUAL AND SKILLS VACANCIES**

88. The elected Directors in office under the Articles above should number not more than eight, including the President, at the conclusion of each AGM.
89. Where considered necessary or desirable by the elected Directors in the interests of:
- 89.1. ensuring that the Board as a whole has the proper mix of skills in order to carry out its responsibilities effectively;
  - 89.2. ensuring at least one of the Directors is Independent;
  - 89.3. would benefit from the appointment of a Director of a particular background or community group in order to ensure the maximum possible diversity and representativeness of the Board as a whole,
- then provided always that the maximum number of Directors (including the President) does not exceed twelve (12), the Board may by resolution appoint any person willing to serve as an additional Director to hold office until the next AGM, when they shall be deemed to retire (but may be re-elected thereat or re-appointed thereafter where not prohibited under these Articles).
90. The Board should include at least two Independent Directors wherever possible. Where there are not any Independent Directors, the Board should make every reasonable effort to identify and appoint a willing and suitable candidate to serve as an Independent Director. Where the same does not prove reasonably possible, the Board may by resolution disapply the requirement in this Article that one of the Directors be Independent, such resolution to be only valid until the conclusion of the next AGM (following which it may be renewed if a suitable Independent Director still cannot be appointed).
91. The provisions of Articles 88 and 89 shall equally apply where vacancies arise on the Board due to a person ceasing to be a Director in between AGMs.

## **DISQUALIFICATION OF DIRECTORS**

92. A Director shall cease to hold office if:
- 92.1. That person is deemed to or required to have retired by rotation in accordance with these Articles and is not re-elected or re-appointed immediately;
  - 92.2. he is prohibited by law or by these Articles from being a Director; or
  - 92.3. he becomes bankrupt or he makes any arrangement or composition with his creditors generally; or
  - 92.4. a registered medical practitioner who is treating that person gives an opinion in Writing to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three (3) months; or



- 92.5. he shall without permission of the Directors have failed to attend for more than three consecutive Board meetings, and the Board pass a resolution that he has by reason of such absence vacated office; or
  - 92.6. he gives the Board notice of his wish to resign; or
  - 92.7. he is removed from office by a resolution passed by a majority the Voting Members present and voting at a general meeting; or
  - 92.8. he ceases to be a Member either by resignation or by failure to renew his membership within 30 days of its expiry; or
  - 92.9. he ceases to be eligible to be a Member, or his membership of England Fencing is revoked; or
  - 92.10. he is or becomes the president or treasurer of the BFA; or
  - 92.11. he is a Director and accepts a similar position on the board of the BFA without permission from the Board.
93. No Director shall vacate his office, nor shall any person be ineligible for election or appointment as a Director, by reason only of his having attained any particular age.

#### **POWERS OF DIRECTORS**

94. The business of England Fencing shall be managed by the Directors who may exercise all the powers of England Fencing and do on behalf of England Fencing all such acts as may be exercised and done by England Fencing to the extent that the same are not required by the Acts or these Articles to be exercised by England Fencing in general meeting. Any exercise of such powers by the Directors shall be in accordance with the provisions of the Acts, these Articles and any resolution of England Fencing. No resolution so made by England Fencing shall invalidate any prior act of the Directors which would have been valid if such resolution had not been made.
95. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article or by any resolution of England Fencing in general meeting.

#### **PROCEEDINGS OF DIRECTORS**

96. The Board shall meet at least four times a year. Subject to that the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
97. The quorum necessary for the transaction of business by the Directors shall be 50% of the Board. Unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting.
98. If the total number of Directors for the time being is less than the quorum, the Directors must not take any decision other than a decision:

- 98.1. to appoint further Directors; or
- 98.2. to call a general meeting so as to enable the Members to appoint further Directors.
99. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the chairperson of the meeting shall have a second or casting vote.
100. At the request of the President or a simple majority of the Directors, the Secretary shall call a meeting of the Directors by giving 14 days written notice to be served upon all the Directors.
101. No Director for the time being living out of the United Kingdom shall be entitled to notices of meetings of the Directors.
102. The President or in his absence the Deputy President shall act as chairperson of all meetings of the Directors. If he is not present within fifteen minutes after the time fixed for holding the meeting or is unwilling to act as chairperson of such meeting, the Directors present shall choose one of their number to act as chairperson of such meeting and the Director so chosen shall preside at such meeting accordingly.
103. A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Directors generally.
104. The Directors may from time to time establish committees as they think fit to be chaired by a Director, and may delegate any of their powers to any such committee. Any such committee shall conform to any regulations that may be imposed upon it by the Directors. No committee shall be permitted to operate an independent bank account.
105. A resolution in writing signed by all the Directors entitled to notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. Such resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the said Directors.
106. All acts done in good faith by any meeting of the Directors, or of any committee, or by any person acting as a Director or as a member of a committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and qualified to be a Director or committee member, and had continued to be a Director or committee member and had been entitled to vote.
107. The Directors must ensure that England Fencing keeps a record, in Writing, for at least ten (10) years from the date of the decision recorded, of every decision taken by the Directors. Such minutes shall be made available to all Members to view (for example on England Fencing's website or by other means decreed by the Board) shortly after each meeting of the Board.

108. The Directors may be paid all travelling, hotel, and other expenses reasonably and properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings of England Fencing or otherwise in connection with the discharge of their duties. Any such expenses will be subject to the expenses policy of England Fencing approved by the Board from time to time.
109. Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
- 109.1. to such person or committee;
  - 109.2. by such means (including by power of attorney);
  - 109.3. to such an extent;
  - 109.4. in relation to such matters or territories; and
  - 109.5. on such terms and conditions; as they think fit.
110. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

### **CONFLICTS OF INTEREST**

111. Each Director must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with England Fencing or in any transaction or arrangement entered into by England Fencing which has not previously been declared.
112. A Director must absent themselves from any discussions by the Board in which they are interested where it is possible that a conflict will arise between their duty to act solely in the interests of England Fencing and any personal interest (including but not limited to any personal financial interest).
113. If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:
- 113.1 the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - 113.2 the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting; and
  - 113.3 the unconflicted Directors consider it is in the interests of England Fencing to authorise the conflict of interests in the circumstances applying.
114. Subject to Article 115, 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 President whose ruling in relation to any Director is to be final and conclusive.

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

### **SECRETARY**

116. The Directors may appoint any person who is willing to act as Secretary for such term, at such remuneration and upon such conditions as they may think fit. The Directors may 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. Where any provision of these Articles calls for the Secretary to undertake a certain task, and there is at the relevant time no Secretary in office, the Directors shall nominate one of their number to perform such task instead.

### **EXECUTIVE APPOINTMENTS**

117. The Board may by resolution appoint a person to act as an employee of England Fencing in order to manage the day to day affairs and business of England Fencing or to carry out other tasks deemed desirable by the Board, subject to the guidance and supervision of the Board.
118. The Board may permit any person so appointed to refer to themselves as the "Chief Executive" of England Fencing, but they shall not be, or be permitted to hold office as, a Director or President whilst they are so appointed.
119. The Board may by resolution agree the identity of any such appointee (including the manner of their selection such as necessary job advertisements, interview and screening procedures and so on) and the terms and duration of their appointment (including pay and contractual matters).
120. In between Board meetings, the President shall be responsible for the day to day management and instruction of the said employee.

### **SEAL**

121. The Company shall not be obliged to have a common seal.

### **ACCOUNTS**

122. The Directors shall cause the accounting records of England Fencing to be kept in accordance with the provisions of the Acts.
123. Such accounts shall be scrutinised by the Directors and approved independently from any person who was responsible for their preparation. If the person responsible for the preparation of the Accounts is themselves a Director, they shall be deemed to

have a conflict of interest as regards the scrutiny and approval of the accounts by the Board (but shall be available to the remainder of the Directors to answer any queries thereupon). Where the Board feel that they are not as a group sufficiently expert to properly scrutinise the accounts, they are authorised to retain the services of an independent expert, such as an accountant, to assist and advise.

124. Accounting records shall be kept at the registered office or at such other place as the Directors shall think fit, and shall always be open to the inspection of the Directors.
125. The Directors shall, from time to time, in accordance with the Acts, cause to be prepared and to be laid before the AGM of England Fencing such income and expenditure accounts, balance sheets, reports of the Directors and of the auditors and other documents (if any) as are required by the Acts. Each balance sheet shall be signed on behalf of the Directors by one of their number. Without prejudice to the requirements of the Acts, the Directors shall ensure that the accounts made available to Members are sufficiently detailed and transparent to enable the Members to understand how the funds of England Fencing are being spent.
126. Save as provided above, the Directors shall from time to time determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and books of England Fencing or any of them shall be open to the inspection of Members, not being Directors, and no Member (not being a Director) shall have any right to inspect any account or book or document of England Fencing except as conferred by statute or authorised by the Directors or by England Fencing in general meeting
127. The Directors shall procure that England Fencing maintains one or more bank accounts in its own name with a reputable bank into which all of England Fencing's funds are deposited. Each bank account shall require the signatures of two Unconnected persons for any payment (such persons can be two Directors, or the executive employee appointed under Article 117 together with a Director).

## **AUDIT**

128. The provisions of the Acts as to the appointment, powers, rights, remuneration and duties of the auditors shall be complied with.
129. Subject to the provisions of the Acts, all acts done by any person acting as auditor shall as regards all persons dealing in good faith with England Fencing be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.

## **NOTICES**

130. Notice of every general meeting shall be given in any manner authorised in these Articles to:
  - 130.1.1. every Voting Member;

130.1.2. every Affiliated Club and Associated Body; and

130.1.3. the auditor for the time being of England Fencing.

131. A notice may be given by England Fencing either personally, or by sending it through the post in a prepaid letter to the address on the Roll, or in the case of an Associated Body and of the auditor, to the address last notified to England Fencing for the giving of notice. A Member, Affiliated Club or Associated Body may agree to have all notices delivered by e-mail or other appropriate electronic means. Unless otherwise indicated by the Member to England Fencing in writing, each Member will be deemed to have agreed to notices being emailed to them at the email address given during their application for membership (or any email address notified to England Fencing for that purpose after the commencement of their membership).
132. If served by post, a notice shall be deemed to have been served on the second business day following the day on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter. If served by e-mail or other electronic means a notice shall be deemed to have been served on the day when it was sent, and in proving such service it shall be sufficient to prove that the notice was properly addressed when sent.

### **DISSOLUTION**

133. If England Fencing is dissolved the assets (if any) remaining after provision has been made for all its liabilities shall not be paid to or distributed among the members of England Fencing but shall be transferred to one or more institutions having objects similar to the objects of England Fencing, such institution or institutions to be determined by the members of England Fencing at the time of dissolution, and failing which to some charitable organisation.

### **ALTERATION OF ARTICLES**

134. None of these Articles shall be altered or added to except by a special resolution of England Fencing in general meeting passed by not less than three-quarters of the votes cast by Voting Members and Delegates present in person or by proxy at such meeting.
135. Where a Member wishes to propose a resolution altering or adding to these Articles or the Memorandum of Association, the text of that resolution must be received in writing at the registered office not less than 35 days prior to the general meeting at which that resolution is to be proposed.

### **DISPUTES AND MATTERS NOT PROVIDED FOR**

136. If any dispute shall arise on the interpretation of these Articles or the need arises to deal with any matter not provided for in these Articles, reference shall be made to the President who shall refer the same to the Directors whose decision shall be binding on all parties.

## **INDEMNITY**

137. Subject to the provisions of the Acts but without prejudice to any indemnity to which a Director may otherwise be entitled:

137.1.1. Every Director or other officer or auditor of England Fencing shall be indemnified out of the assets of England Fencing against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of England Fencing.

137.1.2. England Fencing may buy and maintain insurance against any liability falling upon its Directors or other officers which arises out of their respective duties to England Fencing, or in relation to its affairs.