

Private Company Limited by Guarantee

ARTICLES OF ASSOCIATION *

OF

Rugby Football Union for Women

1. INTERPRETATION

In these Articles;

“the Act” means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

“Affiliate Members” means all constituent bodies or clubs admitted to membership of the Company who have fully paid their Affiliation Fee, if any, (as from time to time determined by the Board) and who are entitled to vote at General Meetings;

“the Articles” means these Articles of Association of the Company;

“the Board” means the board of directors of the Company;

“clear days” in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“the Company” means the above-named company;

“Director” means a member of the Board;

“electronic communication” has the same meaning as in the Electronic Communication Act 2000;

“executed” includes any mode of execution;

“Material Benefit” means a benefit which may not be financial but has a monetary value but shall exclude benefits such as participation in competitions, funding for events or development projects;

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

“month” means a calendar month

“Office” means the registered office of the Company;

“these presents” means the Articles and the regulations of the Company from time to time in force;

“the seal” means the common seal of the Company if it has one;

“Secretary” means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company;

“the United Kingdom” means Great Britain and Northern Ireland”.

Words importing the singular number only shall include the plural number and vice versa; words importing the one gender shall include all genders; and words importing persons shall include corporations.

Subject to the preceding provisions of this Articles and unless the context requires otherwise, words or expressions defines in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles.

The headings in these Articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.

COMPANY NAME

2. The Company's name is “Rugby Football Union for Women” (and in this document it is called “the Company”).

LIMITED LIABILITY

3. The liability of the Affiliate Members is limited.
4. Every Affiliate Member undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while it is an Affiliate Member or within one year afterwards, for payment of the Company's debts and liabilities contracted before it ceases to be an Affiliate Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

OBJECTS

5. The objects for which the Company is established are to:
 - (i) in conjunction with the RFU, promote and encourage the participation of women and girls rugby throughout England including (but not limited to) the coaching thereof, its development across all age groups, and the recruitment and training of referees
 - (ii) arrange womens rugby international representative teams and programmes at appropriate age groups, and programmes within the talent identification pathway that support this
 - (iii) cooperate with Government agencies and any other relevant body in the provision of playing and other facilities for women and girls' rugby
 - (iv) assist the development and playing of women's rugby throughout the world
 - (v) abide by the IRB and RFU laws, byelaws, rules and regulations
 - (vi) do all such acts that might be conducive to the attainment of the above objects or any of them

POWERS

6. In furtherance of the objects set out above but not otherwise the Company may exercise the following powers:

- (1) to make and receive finance (whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise) or to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person, charity, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the objects of the Company;
- (2) to award scholarships, exhibitions, bursaries or maintenance allowances tenable at any school, university or other educational establishment approved by the directors;
- (3) to organise or make grants towards the cost of others organising meetings, lectures, conferences, broadcasts or courses of instruction;
- (4) to provide or procure the provision of medical and sporting aid, equipment and apparatus;
- (5) to produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others producing, publishing or distributing material in any form including books, pamphlets, reports, journals, films, tapes, video tapes or programmes that may be deemed desirable for the promotion of the objects of the Company or for the purpose of informing contributors and others of the needs or progress of the Company;
- (6) to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions: Provided that in relation to any contributions subject to any special trusts or conditions the Company shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts and conditions;
- (7) to raise funds for the Company by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient: Provided that in raising funds the Company shall not undertake or carry out any trading activities unless authorised by this Article or by law to do so;
- (8) to carry out any trade insofar as (a) the trade is exercised in the course of carrying out the primary objects of the Company or (b) the trade is temporary and ancillary to the carrying out of the objects of the Company;
- (9) to operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- (10) to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (11) to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use;
- (12) to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- (13) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;

- (14) subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as may be thought fit;
- (15) to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the objects of the Company on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents;
- (16) to permit any investments belonging to the Company to be held in the name of any bank or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- (17) to pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Director which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the Board or any Director and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as directors of the Company;
- (18) to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- (19) to set aside funds for special purposes or as reserves against future expenditure;
- (20) to establish and support or aid in the establishment and support of any charities, companies or associations in any way connected with the purposes of the Company or calculated to further its objects;
- (21) to act as directors of any special charitable trust whether established by the Company or otherwise and generally to undertake, act as Director of and execute any charitable trust or institution which may lawfully be undertaken by the Company and may be conducive to its objects;
- (22) to establish and control or jointly with others aid in the establishment and control of one or more companies to assist or act as agents for the Company;
- (23) to cooperate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Company or similar charitable purposes and to exchange information and advice with them;
- (24) to enter into arrangements with any companies, institutions, societies, trusts or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst, their affiliate clubs at least to the same extent as such payments or distributions are prohibited in the case of Affiliate Members of the Company by these Articles of Association;
- (25) to enter into contracts to provide services to or on behalf of other bodies;
- (26) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

(27) to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.

NOT FOR PROFIT

7. The Company is not established or conducted for profit. The income and property of the Company shall be applied solely towards the promotion of the objects as set forth in Articles of Association and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Affiliate Members but:
 - (i) Affiliate Members may be paid interest at a reasonable rate on money lent to the Company; and
 - (ii) Affiliate Members may be paid a reasonable rent or hiring fee for property let or hired to the Company.
8. A director must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except:
 - (i) reimbursement of reasonable out-of-pocket expenses (including but not limited to hotel and travel costs) actually incurred in running the Company;
 - (ii) an indemnity in respect of any liabilities properly incurred in running the Company (including but not limited to the costs of a successful defence to criminal proceedings);or
 - (iii) in exceptional cases, other payments or benefits such payments or benefits to be authorised by the Board.
9. Any director may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit but only if:
 - (i) the goods or services are actually required by the Company;
 - (ii) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in article 10 below;
 - (iii) no more than one half of the Directors are subject to such a contract in any financial year.
10. Whenever a director has a personal interest in a matter to be discussed at a meeting of the Board or a committee the director concerned must:
 - (i) declare an interest at or before discussion begins on the matter;
 - (ii) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (iii) not be counted in the quorum for that part of the meeting;
 - (iv) withdraw during the vote and have no vote on the matter.

AFFILIATE MEMBERSHIP OF THE COMPANY

11. The Board shall admit to Affiliate Membership of the Union any constituent body or club that is incorporated, or the secretary or nominee of a constituent body or club that is unincorporated

always provided that they are in membership of the Rugby Football Union and afford membership themselves to women and girls participating in the game of rugby.

12. The Company may from time to time resolve upon the creation of other classes of members of the Company (including honorary members) provided that the rights of such other classes of members do not extend to voting at General Meetings. Such categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations (except the right to vote at General Meetings) as may be specified in the resolution.
13. Except in respect of the subscribers to the Memorandum, every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine.
14. The Board shall admit to membership such persons or organisations as it shall think fit and the Board may from time to time prescribe (and vary) criteria for membership. The Board shall not be obliged to give reasons for refusing to accept any person as a Member.
15. The Board may in its discretion levy Affiliation Fees on all or any classes of members at such rates as it shall determine.
16. Membership shall not be transferable and an Affiliate Member shall cease to be an Affiliate Member;
 - (i) if by notice in writing to the Secretary the Affiliate Member resigns. The Affiliate Member is deemed to have resigned when the letter of resignation is received at the Office providing after resignation the number of Affiliate Members is not less than two;
 - (ii) by unanimous vote of the Board or, if there shall be more than six Directors, by resolution of the Board passed by a majority of not less than three quarters of the Directors present and voting at the meeting of the Board convened for the purpose. A resolution to terminate membership of the Company shall not be passed unless the Affiliate Member has been given not less than 14 days' notice in writing of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting the resolution;
 - (iii) if any subscription or other sum payable by the Affiliate Member is not paid on the due date and remains unpaid one month after notice served on the Affiliate Member on behalf of the Board informing the Affiliate Member that it will be removed from the membership if it is not paid. The Board may readmit to membership of the Company any Affiliate Member removed on this ground on its paying such part of the sum due as the Board may determine;
 - (iv) if the Affiliate Member shall have moved from its last known address recorded in the register of members more than 3 months previously without giving a new address for correspondence;
 - (v) if there is a breach of any of the Company regulations (created pursuant to Article 51);
 - (vi) if an Affiliate Member ceases to exist.

PRESIDENT

17. The Board may in its discretion appoint any person to be a President of the Company (and remove any President) on such terms as they shall think fit.

18. A President shall have the right to attend and speak (but not vote) at any General Meeting of the Company and to be given notice of General Meetings as if an Affiliate Member and shall also have the right to receive accounts of the Company when available to Affiliate Members.

GENERAL MEETINGS

19. The Board may call General Meetings and, on the requisition of Affiliate Members in accordance with the provisions of the Act, shall within 21 days from the date of the deposit of the requisition convene an Extraordinary General Meeting for a date not later than 8 weeks after the deposit of the requisition.
20. If there are not within the United Kingdom sufficient Directors to convene a General Meeting, any Director or any Affiliate Member may convene a General Meeting.

NOTICE OF GENERAL MEETINGS

21. A General Meeting called for passing of a Special Resolution appointing a person as a Director shall be called by at least 21 clear days' notice. All other General Meetings shall be called by at least 14 clear days' notice but a General Meeting may be called by shorter notice if it is so agreed by a majority in number of Affiliate Members having a right to attend and vote at such a meeting, being a majority together holding not less than 95 per cent of the total voting rights at that meeting of all the Affiliate Members.
22. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all Affiliate Members, Directors, the President and the Auditors.

PROCEEDINGS AT GENERAL MEETINGS

23. No business shall be transacted at any General Meeting unless a quorum is present. Two Affiliate Members or their proxies, or one tenth of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum.
24. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such date, time and place as the Board may determine.
25. The Chairperson, if any, of the Board or in his/her absence some other Director nominated by the Board shall preside as chairperson of the meeting, but if neither the Chairperson nor such Director (if any) be willing to act and present within 15 minutes after the time appointed for holding the meeting, the Directors present shall elect one of their number to be chairperson and, if there is only one Director present and willing to act, he/she shall be chairperson.
26. If no Director is willing to act as chairperson, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Affiliate Members present and entitled to vote shall choose one of their number to be chairperson.
27. A Director shall, notwithstanding that he/she is not an Affiliate Member, be entitled to attend and speak (but not vote) at any General Meeting.
28. The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or

more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

29. A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
 - (i) by the chairperson; or
 - (ii) be at least two Affiliate Members present in person or by proxy.
30. Unless a poll is duly demanded a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
31. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairperson. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
32. A poll shall be taken as the chairperson directs and he/she may appoint scrutineers (who need not be Affiliate Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
33. A poll demanded on the election of a chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairperson directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made. No notice need be given of a poll not taken immediately if the time and place at which it is taken are announced at the meeting at which it is demanded. In other cases at least 7 clear days notice shall be given specifying the time and place at which the poll is to be taken.
34. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson shall be entitled to a casting vote in addition to any other vote he/she may have.
35. Subject to the provisions of the Act a resolution in writing signed by all the Affiliate Members for the time being entitled to receive notice of and to attend and vote at any General Meetings (or being organisations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a meeting of the Company convened and held. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.

VOTES OF AFFILIATE MEMBERS

36. Subject to Article 34, every Affiliate Member shall have one vote. No Affiliate Member shall be entitled to vote at any general meeting unless all monies then payable by it to the Company have been paid.
37. An Affiliate Member shall not be restricted from debating or voting on any matter in which it is interested.

38. Any Affiliate Member may by resolution of its board or other governing body authorise such individuals as it thinks fit to act as its representative at any meeting of the Company, and the individual so authorised shall be entitled to exercise the same powers on behalf of the Affiliate Member which it represents as the organisation could exercise if it were an individual member of the Company.
39. The appointment of a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall:
- (i) in the case of an instrument in writing be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, or
 - (ii) in the case of an appointment contained in an electronic communication be received at such an address which has been specified for that purpose of receiving electronic communications:
 - (1) in the notice concerning the meeting or
 - (2) in any instrument by proxy sent out by the company in relation to the meeting, or
 - (3) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,not less than 36 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote or in the case of a poll, before the time appointed for the taking of the poll, and in default the appointment of proxy shall not be treated as valid.
40. No appointment of a proxy shall be valid after the expiration of 12 months from the date of its execution.
41. An appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll.
42. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.
43. A vote given or poll demanded by the duly authorised representative of an Affiliate Member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
44. A vote given or poll demanded in accordance with the terms of an appointment of proxy shall be valid notwithstanding the previous termination, winding up or dissolution or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of termination, winding up or dissolution of the Affiliate Member shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or the poll demanded or (in the case of a poll taken otherwise and on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

THE BOARD

45. The number of Directors shall be not less than three but (unless otherwise determined by Ordinary Resolution) shall be subject to a maximum of 12.
46. The Directors shall be the subscribers to the Memorandum, who shall be deemed to have been appointed under the Articles. Future members of the Board shall be appointed as provided subsequently in the Articles.
47. Except to the extent permitted by Article 8, no Director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Director in any other contract to which the Company is a party.
48. The Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or subcommittees) or General Meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration save as permitted by Article 8.

POWERS OF THE BOARD

49. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by statute or by these presents required to be exercised by the Company in General Meeting. No alteration to the Memorandum or the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
50. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.
51. The Board shall have power from time to time to make such regulations which shall include (without limitation) bylaws, policies rules and/or procedures as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs thereof; as to prescribing classes or and conditions of membership and the rights and privileges of Affiliate Members; as to the duties of any officers or servants or the Company; as to the conduct of the business of the Company by the Board or any committee or subcommittee and as to any of the matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles.
52. The Board shall have power to repeal or alter or add to any regulations and the Board shall adopt such means as they think sufficient to bring to the notice of Affiliate Members all such regulations which shall be binding on Affiliate Members.

APPOINTMENT AND RETIREMENT OF DIRECTORS

53. No person shall be appointed a Director at any General Meeting:
 - (i) unless he/she has attained the age of 18 years;

- (ii) in circumstances such that, had he/she already been a Director, he/she would have been disqualified from acting under the provisions of Articles 60 and 61 (disqualification and removal of Directors);
 - (iii) unless either:
 - (1) he/she is recommended by the Board; or
 - (2) not less than 14 nor more than 35 clear days before the date appointed for the meeting, a notice signed by a Affiliate Member has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he/she were so appointed or re-appointed, be required to be included in the Company's register of Affiliate Members together with a notice signed by that person of his/her willingness to be appointed or re-appointed.
54. Not less than 7 clear days before the date appointed for holding a General Meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is recommended by the Board for appointment or re-appointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him/her at the meeting for appointment or re-appointment as a Director. The notice shall give the particulars of that person which would, if he/she were so appointed or re-appointed, be required to be included in the Company's register of the Affiliate Members.
55. Subject as aforesaid, the Company may from time to time in General Meeting increase or reduce the number of Directors and may make the appointments necessary for effecting any such increase.
56. The Board may appoint a person who is willing to act to be a Director wither to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following General Meeting at which Directors are elected, or as appropriate re-elected, and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. If not re-appointed at such General Meeting, he/she shall vacate office at the conclusion of that meeting.
57. The Company shall either by the calling of a General Meeting or the circulation of a Written Resolution (in accordance with the Act) propose resolutions for the purpose of electing, or as appropriate re-electing, Directors in accordance with Articles 58below.
58. In each calendar year one third of the Directors for the time being or if their number is not three or a multiple of three the number nearest to one third (rounding down fractions) shall retire from office. The Directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment but as between persons who become, or were last appointed or re-appointed Directors on the same date those to retire shall (unless otherwise agreed among themselves) be determined by lot.
59. Subject as aforesaid, a Director who retires at a General Meeting may, if willing to act, be re-appointed.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

60. A Director shall cease to hold office if he/she:
- (i) ceases to be a Director by virtue of any provision in the Act or is otherwise prohibited by law from being a Director;

- (ii) becomes incapable by reason of mental disorder, illness or injury of managing and administering his/her own affairs;
- (iii) resigns his/her office by notice to the Company (but only if at least two Directors will remain in office when the notice of resignation is to take effect);
- (iv) is absent without the permission of the Board from all their meetings held within a period of six months and the Board resolve that his/her office be vacated;
- (v) if in the opinion of all the other Directors he/she engages in activities either inconsistent with his/her director's duties or may bring the Company or the game of rugby into disrepute; or
- (vi) breaches any regulation(s) created by the Board pursuant to Articles 51 and 52.

61. In addition and without prejudice to the provisions of Section 168 and 169 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his/her period of office and may by an Ordinary Resolution appoint another person in his/her stead but any person so appointed shall retain his/her office so long only as the Director in whose place he/she is appointed would have held the same if he/she had not been removed.

PROCEEDINGS OF THE BOARD

62. Subject to the provisions of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. Two Directors may and the Secretary at the request of two Directors shall call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote.
63. The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than one third of their number or two whichever is the greater.
64. The Board may act notwithstanding any vacancies but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors may act only for the purpose of filling vacancies or of calling a General Meeting.
65. The Board shall from time to time elect a Chairperson of their meetings and may at any time remove him/her from that office. Unless he/she is unwilling to do so, the Director so appointed shall preside at every meeting of Board at which he/she is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within 15 minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chairperson of the meeting.
66. The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:
- (i) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
 - (ii) the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify;

- (iii) the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary;
 - (iv) all delegations under this Article shall be recoverable at any time;
 - (v) the Board may make such regulations and impose such terms of conditions and give such mandates to any such committee as it may from time to time think fit;
 - (vi) for the avoidance of doubt, the Board may delegate all financial matters to any committee.
67. All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or a member of the committee (as the case may be) and had been entitled to vote.
68. A resolution in writing, signed by all the Directors for the time being or any committee shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held (and for this purpose the resolution may be contained in more than one document in the same form and each signed by one or more of the Directors and will be treated as passed on the date of the last signature).
69. Directors and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone or other suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present.

MINUTES

70. The Board shall keep minutes in books kept for the purpose:
- (1) of all appointments of officers made by the Board; and
 - (2) of all proceedings at meetings of the Company and of the Board and of committees and subcommittees of the Board including the names of those present at each such meeting.

THE SEAL

71. The seal (if any) shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

BANK ACCOUNTS

72. Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. The Board shall be empowered to resolve upon the operation of any such bank account according to such mandate as it shall think prudent and fit from time to time.

ACCOUNTS AND RETURNS

73. Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Act shall be kept at the Office or such other place within the United Kingdom as the Board think fit.
74. Subject to the requirements of the Act, the Company may at a General Meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Affiliate Members and subject to those restrictions the books and accounts shall be opened to inspection by Affiliate Members at all reasonable times during usual business hours.
75. In so far as they may be applicable the Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
 - (i) annual returns;
 - (ii) annual statements of account.

NOTICES

76. Notices under these Articles may be sent by hand, or by post or by electronic communication except that a notice calling a meeting of the Board need not be in writing.
77. The only address at which an Affiliate Member is entitled to receive notices is the address shown in the register of members and "address" in relation to electronic communications includes any number or address used for the purposes of such communications.
78. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - (i) 24 hours after being sent by electronic communication or delivered by hand to the relevant address;
 - (ii) two clear days after being sent by first class post to that address;
 - (iii) three clear days after being sent by second class or overseas post to that address;
 - (iv) on being handed to the authorised representative Affiliate Member personally; or, if earlier,
 - (v) as soon as the Affiliate Member acknowledges actual receipt.
79. The authorised representative of an Affiliate Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
80. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive a notice shall not invalidate the proceedings of that meeting.

INDEMNITY

81. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in

defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him/her in the execution and discharge of his/her duties or in relation thereto.

82. The Board shall have power to resolve pursuant to Article 6(17) to effect Indemnity Insurance notwithstanding their interest in such policy.

WINDING-UP

83. The Affiliate Members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

- (i) directly for the Objects;
- (ii) by transfer to any not for profit organisation for purposes similar to the Objects; or
- (iii) to any not for profit organisation for use for particular purposes that fall within the Objects.

84. Subject to any such resolution of the Affiliate members, the directors of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

- (i) directly for the Objects;
- (ii) by transfer to any not for profit organisation for purposes similar to the Objects; or
- (iii) to any not for profit organisation for use for particular purposes that fall within the Objects.

85. In no circumstances shall the net assets of the Company be paid to or distributed among the Affiliate Members and if no resolution in accordance with articles 83 and 84 is passed by the Affiliate Members or the directors the net assets of the Company shall be applied for charitable or social enterprise purposes as directed by the Court.