



**Company Number 3443026**

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**of**

**BRITISH DRESSAGE**

1. The Company's name is "BRITISH DRESSAGE"<sup>1</sup>.
2. The Company's registered office is to be situated in England and Wales.
3. If, upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any assets whatsoever, such assets shall not be paid to or distributed among the Members of the Company. Such assets shall be transferred either to another charity with objects similar to those of the Company or to another body whose objects are the promotion of a charity and anything incidental or conducive thereto. Such body shall be determined by the Members of the Company at or before the date of dissolution.
4. No addition, alteration, or amendment shall be made to or in the provisions of the memorandum or articles of association or for the time being in force, which would have the effect that the Company shall cease to be a company to which Section 60 of the Companies Act 2006 applies.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Company if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

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<sup>1</sup> The Company changed its name from British Dressage Limited to British Dressage. The certificate on change of name is dated 20 November 1997



1. **PRELIMINARY**

- 1.1 The regulations contained in Schedule 2 of the Companies (Model Articles) Regulations 2008/3229 shall not apply to the Company.

2. **DEFINITIONS**

- 2.1 In these Articles the following words have the meanings set out below.

- 2.1.1 "Act" means the Companies Act 2006 and every statutory modification and re-enactment thereof for the time being in force.
- 2.1.2 "Amendment Date" means 17 September 2015.
- 2.1.3 "Articles" means these articles of association, and the regulations of the Company from time to time in force.
- 2.1.4 "BD Year" means the time between the date on which the annual general meeting is held in one calendar year and the date of the annual general meeting held in the next calendar year.
- 2.1.5 "Board" means the Board of Directors or any duly constituted committee of the Board of Directors for the time being of the Company. The Company's directors are Company trustees as defined by section 177 of the Charities Act.
- 2.1.6 "Charities Act" means the Charities Act 2011.
- 2.1.7 "Clear days" in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is to take effect.
- 2.1.8 "Company" means British Dressage.
- 2.1.9 "Director" means a person appointed to the Board.
- 2.1.10 "Executive Director" means a Director who is also employed by the Company.
- 2.1.11 "Extra Director" means a person appointed to the Board in accordance with Article 18.6.3.
- 2.1.12 "in writing" means written, printed, typewritten, sent and received by facsimile transmission, photographed or lithographed, or visibly expressed in all or any of those or any other modes of representing or reproducing words.
- 2.1.13 "Nominations Committee" means the panel established by the Board pursuant to Articles 23.1 to 23.3.

- 2.1.14 "Interim Director" means a Director appointed pursuant to Article 18.19 or Article 18.6.5.
- 2.1.15 "Month" means calendar month.
- 2.1.16 "Registered Office" means the registered office of the Company.
- 2.1.17 "Start Date" has the meaning given to it in Article 18.3.
- 2.1.18 "United Kingdom" means Great Britain and Northern Ireland.

### **3. INTERPRETATION**

- 3.1 Words and phrases defined in the Act have the same meanings in these Articles.
- 3.2 Where reference is made to a statutory provision this includes all prior and subsequent enactments, amendments and modifications of that provision and any regulations made under it.
- 3.3 References to the masculine gender include the feminine and neuter and vice versa. Similarly, references to the singular include the plural and vice versa.
- 3.4 The headings in these Articles are inserted for convenience only and shall not affect the construction or interpretation of any of the provisions contained in them.

### **4. MEMBERSHIP**

- 4.1 The name and address of each Member of the Company shall be recorded in the register of Members. Membership is personal to the person concerned and may not be transferred.
- 4.2 A Member shall be recorded in or removed from the register only in accordance with these Articles.
- 4.3 Unless otherwise a condition of membership, membership of the Company shall be renewed annually and for these purposes "annually" means each year as and when determined by the Board.
- 4.4 The Board decides the membership categories, conditions of membership and subscription fees for the relevant year and will notify existing Members and/or publish details in "Dressage News" or any other suitable publication or newsletter.
- 4.5 A person applies to become a Member by completing a membership application and depositing the application and appropriate subscription fee at the Registered Office.
- 4.6 A person becomes a Member once the cheque or other means of payment of the subscription fee has been honoured and the name of the person has been recorded in the register.

- 4.7 By becoming a Member, the Member agrees to observe and perform and be bound by:
- 4.7.1 the memorandum and articles of association of the Company;
  - 4.7.2 the conditions of membership appropriate to that Member; and
  - 4.7.3 any Regulations pursuant to Article 26.1.
- 4.8 The Board reserves the right to refuse any application for membership without being required to give any reasons for its decision.
- 4.9 Having become a Member, a Member shall cease to be a Member if:
- 4.9.1 the Member resigns by giving not less than 28 days notice in writing;
  - 4.9.2 the Member dies;
  - 4.9.3 the Member does not renew his membership by the renewal date fixed by the Board; or
  - 4.9.4 the Member is expelled by the Board.
- 4.10 A Member who ceases to be a Member during the year shall no longer be entitled to receive the benefits of membership and shall not be entitled to the return of any subscription fees.
- 4.11 If there is any dispute as to whether a person is a Member or there is any defect in membership, the Board has full powers to resolve the dispute or to correct the defect. The exercise of these powers by the Board shall be final and binding on all concerned.

## 5. **OBJECTS**

- 5.1 The Company's objects ('**Objects**') are specifically restricted to the following:
- 5.1.1 the promotion, as the governing body of the sport of dressage in Great Britain, of participation by persons in Great Britain (both able-bodied and with any form of disability) in healthy recreation in dressage by any and all of the following means;
  - 5.1.2 the improvement of the standards of (i) riding, (ii) the training and breeding of horses and (iii) horsemanship, all to foster better the enjoyment by participants in dressage, the welfare of horses utilised in dressage, and the safety of both participants and horses;
  - 5.1.3 the fostering of the provision of safe, well-managed competition for participants in dressage so as to improve their skills and increase the benefits they may gain from such sport;

- 5.1.4 the provision of advice, education and guidance to dressage participants (as owners of horses, riders, coaches and competition officials) and, in particular to encourage and facilitate the development of young and disabled persons as participants in such ways and to improve their self-confidence and self-esteem (including the fostering of apprenticeship schemes for young people);
- 5.1.5 the development of fair competition between dressage participants and the improvement of the welfare of riders and horses by the banishment of the use of damaging or performance-enhancing drugs and the provision of an effective drug testing regime;
- 5.1.6 the improvement of the development of participants and their levels of aspiration in dressage in fostering representative competition at both national and international level by team and representative selection (including the provision of advice to the British Equestrian Federation on dressage matters generally and as they affect the Fédération Equestre Internationale); and
- 5.1.7 doing anything which is calculated to further any of the above objects or is conducive or incidental to doing so, provided that nothing in these Articles shall authorise an application of the property of the Company for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

## 6. **POWERS**

- 6.1 The Company has power to do anything which is calculated to further its Object(s) or is conducive or incidental to doing so. In particular, the Company has power:
  - 6.1.1 to raise funds; in doing so, the Company must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
  - 6.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip, it for use;
  - 6.1.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company; in exercising this power, the Company must comply as appropriate with sections 117 and 122 of the Charities Act;
  - 6.1.4 to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligations; the Company must comply as appropriate with sections 124-126 of the Charities Act, if it wishes to mortgage land;

- 6.1.5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them
  - 6.1.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
  - 6.1.7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Company;
  - 6.1.8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
  - 6.1.9 to employ and remunerate such staff as are necessary for carrying out the work of the Company; the Company may employ or remunerate a Director only to the extent it is permitted to do so by Article 8.1 and provided it complies with the conditions in that Article;
- 6.2 to:
- 6.2.1 deposit or invest funds;
  - 6.2.2 employ a professional fund-manager; and
  - 6.2.3 arrange for the investments or other property of the Company to be held in the name of a nominee;
- in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 6.3 to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 189 of the Charities Act;
  - 6.4 to pay out of the funds of the Company the costs of forming and registering the Company both as a company and (if applicable) as a charity.

## **7. APPLICATION OF INCOME AND PROPERTY**

- 7.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 7.2 A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
  - 7.2.1 A Director may benefit from trustee indemnity insurance cover purchased at the Company's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.



- 7.2.2 A Director may receive an indemnity from the Company in the circumstances specified in Article 58.
- 7.2.3 A Director may not receive any other benefit or payment unless it is authorised by article 8.1.
- 7.3 Subject to Article 8.1, none of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a Director receiving:
  - 7.3.1 a benefit from the Company in the capacity of a beneficiary of the Company;
  - 7.3.2 reasonable and proper remuneration for any goods or services supplied to the Company.

## 8. **BENEFITS AND PAYMENTS TO COMPANY DIRECTORS AND CONNECTED PERSONS**

### **General Provisions**

- 8.1 No Director or connected person may:
  - 8.1.1 buy any goods or services from the Company on terms preferential to those applicable to members of the public;
  - 8.1.2 sell goods, services, or any interest in land to the Company;
  - 8.1.3 be employed by, or receive any remuneration from, the Company;
  - 8.1.4 receive any other financial benefit from the Company;unless the payment is permitted by Article 8.2, or authorised by the court or the Charity Commission.

In this Article 8 a '**financial benefit**' means a benefit, direct or indirect, which is either money or has a monetary value.

### **Scope and powers permitting Directors' or connected persons' benefits**

- 8.2 A director or connected person may receive a financial or material benefit from the Company in the capacity of a beneficiary of the Company provided that a majority of the Directors do not benefit in this way, and
  - 8.2.1 a Director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Company where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011;

- 8.2.2 subject to Article 8.3, a Director or connected person may provide the Company with goods that are not supplied in connection with services provided to the Company by the Director or connected person;
- 8.2.3 a Director or connected person may receive interest on money lent to the Company at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);
- 8.2.4 a Director or connected person may receive rent for premises let by the Director or connected person to the Company; the amount of the rent and the other terms of the lease must be reasonable and proper, the Director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and
- 8.2.5 a Director or connected person may take part in the normal trading, sporting, education and training and fundraising activities of the Company on the same terms as members of the public.

#### **Payment for supply of goods only - controls**

- 8.3 The Company and its Directors may only rely upon the authority provided by Article 8.2.2 if each of the following conditions is satisfied:
  - 8.3.1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Company or its Directors (as the case may be) and the Director or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Company;
  - 8.3.2 the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
  - 8.3.3 the other Directors are satisfied that it is in the best interests of the Company to contract with the supplier rather than with someone who is not a Director or connected person. In reaching that decision the Directors must balance the advantage of contracting with a Director or connected person against the disadvantages of doing so;
  - 8.3.4 the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Company;
  - 8.3.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting;

- 8.3.6 the reason for their decision is recorded by the Directors in the minute book; and
- 8.3.7 a majority of the Directors then in office are not in receipt of remuneration or payments authorised by Article 8.1.
- 8.4 In Articles 8.2 and 8.3:
- 8.4.1 **'Company'** includes any company in which the Company:
- (a) holds more than 50% of the shares; or
  - (b) controls more than 50% of the voting rights attached to the shares; or
  - (c) has the right to appoint one or more Directors to the board of the company.
- 8.4.2 **'connected person'** includes any person within the definition in Article 61 (Interpretation).

## 9. **DECLARATION OF DIRECTORS' INTERESTS**

A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Director must absent himself or herself from any discussions of the Company Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

## 10. **CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES**

- 10.1 If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:
- 10.1.1 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;
  - 10.1.2 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
  - 10.1.3 the unconflicted directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

10.2 In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Director or to a connected person.

11. **PRESIDENT**

11.1 With effect from the Amendment Date and subject to Article 11.3, there shall be a President of the Company who shall be elected by the Board to hold office for the period of four consecutive BD Years commencing on (as applicable):

11.1.1 the date of his appointment, where such appointment is made at an annual general meeting, or

11.1.2 the date of the annual general meeting following his appointment, where the appointment is made other than at an annual general meeting,

and the President shall retire at the annual general meeting held at the end of the fourth such BD Year, subject to any reappointment pursuant to Article 11.2.

11.2 A President is eligible for re-election at the annual general meeting at which he would otherwise retire for one further period of four consecutive BD Years and, in the event of reappointment, must retire at the annual general meeting held at the end of the fourth such BD Year following his reappointment.

11.3 The incumbent President as at the Amendment Date shall be deemed to hold office in accordance with Article 11.1 save that the President's then term of office shall expire at the end of the period of three consecutive BD Years commencing on the date of the annual general meeting at which the President was appointed.

11.4 A President shall (if willing) by virtue of his election be a Member of the Association for his life and entitled to all the rights and privileges of membership. A President shall not be a Member of the Board.

12. **HONORARY VICE-PRESIDENTS**

12.1 With effect from the Amendment Date and subject to Articles 12.3 and 12.5, the Board may at any time elect as a Vice-President any person whose services to the Company ought in its opinion to be so recognized to hold office for the period of four BD Years commencing on (as applicable)

12.1.1 the date of his appointment, where such appointment is made at an annual general meeting, or

12.1.2 the date of the annual general meeting following his appointment, where the appointment is made other than at an annual general meeting,

and the Vice-President shall retire at the annual general meeting held at the end of the fourth consecutive BD Year, subject to any reappointment pursuant to Article 12.2.

- 12.2 A Vice-President is eligible for re-election at the annual general meeting at which he would otherwise retire for one further period of four consecutive BD Years and, in the event of reappointment, he must retire at the annual general meeting held at the end of the fourth such BD Year following his reappointment.
- 12.3 The incumbent Vice-Presidents as at the Amendment Date shall be deemed to hold office in accordance with Article 12.1 save that each incumbent Vice-President's then term of office shall run from the Amendment Date to the date of the fourth annual general meeting following the Amendment Date.
- 12.4 A Vice-President shall (if willing) by virtue of his election be a Member of the Association for his life and entitled to all the rights and privileges of membership. A Vice-President shall not be a Member of the Board.
- 12.5 There shall not be more than eight Vice-Presidents at any one time.

### 13. **GENERAL MEETINGS**

- 13.1 Each year beginning in 1999, the Company must hold an annual general meeting in accordance with the Act. This is in addition to any other general meetings which are held in the year. The Board will decide when and where the annual general meeting will be held.
- 13.2 Any general meeting which is not an annual general meeting is called an extraordinary general meeting.
- 13.3 The Board can decide to call an extraordinary general meeting at any time. Members may requisition an extraordinary general meeting under section 368 of the Act.

### 14. **NOTICE OF GENERAL MEETINGS**

- 14.1 At least 28 clear days' notice in writing must be given for every general meeting of the Company.
- 14.2 Any notice must state where the meeting is to be held, the date and time of the meeting and the nature of any special business for the meeting. Article 15 explains what business is treated as special business.
- 14.3 A Member entitled to attend and vote at a general meeting, can appoint a proxy to attend and, on a poll, vote instead of him. A proxy must be a Member of the Company.
- 14.4 The notice calling an annual general meeting must state that the meeting is the annual general meeting. The notice calling a meeting at which it is proposed to pass a special or

- extraordinary resolution must state that it is intended to propose the resolution as either a special or extraordinary resolution.
- 14.5 Notice of every general meeting must be given to all Members and to the Company's auditors. If by accident, notice of a meeting is not given to any person who is entitled to receive such notice, the proceedings of that meeting will still be valid. This also applies to any accidental failure to send any other notice or circular relating to the meeting or, where proxy forms are sent out, a proxy form. It also applies where the notice circular or proxy form was sent but was not received.
- 14.6 If the Board considers that it is impractical or undesirable to hold a general meeting on the date or at the time or place set out in the notice of meeting, it can either postpone the meeting to another date, time or place or cancel the meeting. This also applies to any meeting postponed under this Article and to any adjourned meeting. The Board may not postpone or cancel a meeting requisitioned by the Members under the Act.
- 14.7 If a meeting is postponed for more than 14 days, the Board must give at least 7 clear days' notice of the postponed meeting in the same way as for the original meeting.
- 14.8 Certain resolutions require special notice under the Act and the provisions about special notice are binding on the Company and the Members.
15. **PROCEEDINGS AT GENERAL MEETINGS**
- 15.1 Any business at an extraordinary general meeting is treated as special business. Except for the following, all business at an annual general meeting is also treated as special business:
- 15.1.1 considering and adopting the annual accounts, the Directors' Report, the Auditors' Report and any other document which must be sent with or attached to the accounts;
- 15.1.2 appointing Directors to replace any Directors who are retiring;
- 15.1.3 appointing the Auditors, except where the Act requires special notice of the resolution for this appointment; and
- 15.1.4 authorising the Directors to fix the remuneration of the Auditors.
- 15.2 Amendments can be proposed to any type of resolution if the amendments are only clerical amendments to correct an obvious error.
- 15.3 No other amendments to any ordinary, special or extraordinary resolution can be proposed or voted on.
- 15.4 Except for a resolution proposed by a Member, the chairman of the meeting may decide in good faith that a particular resolution shall be cancelled and not put to the meeting.

- 15.5 Before a general meeting starts to do business there must be a quorum present. If there is not, the meeting cannot carry out any business. However a chairman can be appointed, chosen or elected without a quorum being present because this is not treated as part of the meeting's business. Unless the Articles say otherwise, a quorum for all purposes is 10 Members who are entitled to vote and are present in person or by proxy.
- 15.6 This Article applies if a quorum is not present within 30 minutes of the time fixed for the meeting to start. The chairman of the meeting can decide to extend this time but not for more than 2 hours.
- 15.7 If a quorum is not present within 30 minutes of the time fixed for the start of the meeting or within any extended time period:
- 15.7.1 if the meeting was requisitioned by the Members, it will be dissolved;
- 15.7.2 a meeting which was called in any other way will be adjourned to another day, time and place decided by the chairman.
- 15.8 The Company must comply with Article 14.7 in relation to giving notice of the adjourned meeting. At the adjourned meeting if a quorum is not present within 30 minutes of the time fixed for the start of the meeting or within any extended time period, the quorum shall be 5 Members who are entitled to vote and are present in person or by proxy. If a quorum is still not present, the meeting will be dissolved.
- 15.9 The chairman of the Board will be the chairman at every general meeting.
- 15.10 If there is no chairman of the Board, the Directors who are present will choose one of themselves to act as chairman of the meeting. This also applies if the chairman of the Board is not present within 15 minutes of the time the meeting is due to start or if the chairman is unwilling to chair the meeting.
- 15.11 If there is no Director present within 15 minutes of the time the meeting is due to start or if each Director who is present, is unwilling to chair the meeting, the Members present in person shall choose one of their representatives to be chairman of the meeting.
- 15.12 The chairman of the meeting can take any action to make sure the meeting is orderly. This can be whatever action he thinks is necessary. Any decision the chairman makes relating to matters of order or procedure including whether any question raised is a point of order or procedure, will be final and cannot be challenged.
- 15.13 The chairman of a general meeting may adjourn a quorate meeting at any time after the time the meeting was due to start, with the consent of the meeting. The chairman must adjourn the meeting if so directed by the meeting.
- 15.14 The only business which can be carried on at an adjourned meeting is that business which could validly have been carried on at the meeting which was adjourned.

15.15 If a meeting is adjourned for more than 14 days, at least 7 clear days' notice of the adjourned meeting must be given. That notice must be given in the same way as for the original meeting. Otherwise, there is no need to give notice of an adjourned meeting or of the business which is to take place at an adjourned meeting. This Article does not apply to a meeting which is adjourned because a quorum is not present where Articles 15.5 to 15.8 (inclusive) apply.

15.16 Each Director is entitled to attend and speak at any general meeting.

## 16. **VOTING**

16.1 Each Member shall have one vote except for an associate Member (if such a category of membership exists) or any other Member whose conditions of membership expressly exclude the right to vote. However a Member who has no vote is entitled to attend and speak at any general meeting of the Company.

16.2 If a resolution is put to the vote at a general meeting, it will be decided by a show of hands. This applies unless a poll is demanded, before the resolution is put to the meeting or before or when the result of the show of hands is declared by the chairman. A poll can be demanded:

16.2.1 by the chairman of the meeting;

16.2.2 by at least 5 Members who are present either in person or by proxy at the meeting and are entitled to vote; or

16.2.3 by Members in accordance with the Act.

16.3 The following applies when there is a vote by a show of hands and no poll is demanded or any demand for a poll is withdrawn. The chairman can declare that on a show of hands:

16.3.1 a resolution has been passed or has been passed unanimously or has been passed by a particular majority; or

16.3.2 a resolution has been lost or has been lost by a particular majority.

16.4 The chairman's declaration will be final and conclusive. The declaration must be entered in the minute book, which will be conclusive proof of the fact. There is no need to prove the number or proportion of votes recorded for or against a resolution.

16.5 Where a poll is demanded, the chairman of the meeting may require a postal ballot in accordance with Articles 16.16 to 16.21 inclusive in place of the poll.

16.6 If a poll is demanded in relation the election of the chairman or on a question of adjournment, the poll must be carried out immediately. Otherwise the chairman will decide how, when and where a poll will be carried out but the poll must be taken within 30 clear



- days of the date of the demand. There is no need (unless the chairman decides otherwise) for notice to be given of a poll.
- 16.7 The chairman can appoint scrutineers who do not need to be Members. He must appoint scrutineers if so directed by the meeting. The result of the poll will be treated as the decision of the meeting where the poll was demanded. This applies even if the poll is carried out after the meeting.
- 16.8 A demand for a poll on a particular matter will not stop a general meeting from continuing to deal with other matters. If a poll is demanded it may, if the chairman consents, be withdrawn at any time before the end of the meeting or before the poll is taken (whichever is earlier). If a demand for a poll is withdrawn, any declaration of the result of a vote on that resolution by a show of hands, which was made before the poll was demanded, will be valid.
- 16.9 On a poll, votes can be given either by the Member in person or by proxy.
- 16.10 A person who is entitled to more than one vote on a poll because he holds proxy vote(s) in addition to his own, does not need to use all his votes, or cast all the votes he uses, in the same way.
- 16.11 If the votes at a general meeting are equal, either on a show of hands or on a poll, the chairman of the meeting will be entitled to a second or casting vote. This is in addition to any votes which he may have as a Member, or as a proxy.
- 16.12 Every Member who is present in person and entitled to vote at a general meeting will have one vote on a show of hands. A proxy cannot vote on a show of hands.
- 16.13 Where there is a poll, every Member who is present in person or by proxy and entitled to vote, will have one vote.
- 16.14 Where there is a postal ballot, every Member who is entitled to vote, will have one vote.
- 16.15 Where:
- 16.15.1 an objection is raised to the right of any person to vote at a meeting;
- 16.15.2 votes have been counted that should not have been counted or that could have been rejected;
- 16.15.3 votes are not counted that should have been counted.
- 16.16 these things will only affect the validity of the decision of the meeting if the objection is raised or the error is pointed out at the meeting at which the vote was cast or the error occurred. The chairman of the meeting will decide all such objections and errors and his decision will be final and conclusive. This Article applies in the same way to adjourned meetings. The Company may submit any resolution to a postal ballot either in place of a

general meeting or in place of a poll, unless a postal ballot is not effective under the Articles or the Act. The Directors may make arrangements, in circumstances where a postal vote would be effective under these Article or the Act, for any resolution to be voted upon by Members utilising the Company's website or by other means of electronic communication for those members who are able to vote in such manner, provide that (i) access to the relevant part of the website and/or voting ability has suitable login codes and/or password protection to ensure that only persons with the relevant code or password allocated to a Member can vote as that Member and (ii) that the numbers of votes cast for and/or against such resolution shall not be available to Members prior to the conclusion of the applicable ballot. The provisions of Articles 16.17 to 16.21 inclusive shall apply to a ballot conducted using electronic voting as they apply to an exclusively postal ballot.

16.17 Subject to the Articles, the Board shall regulate the conduct of the postal ballot and the publication of the result.

16.18 Any notice of a postal ballot shall:

16.18.1 state the purpose of the ballot and the closing date and time of the ballot;

16.18.2 be sent to each Member entitled to vote on the resolution;

16.18.3 be accompanied by a voting paper; and

16.18.4 be served on each Member at least 28 clear days before the closing date of the postal ballot.

16.19 The result of the postal ballot shall be conclusive and, subject to the Articles and the Act, shall be as valid and effective as if the resolution had been duly passed at a general meeting of that Company.

16.20 If by accident, notice of a postal ballot is not given to any person who is entitled to receive such notice the postal ballot will still be valid. This also applies to any accidental failure to send any other notice or circular relating to the postal ballot. It also applies where the notice was sent but was not received.

16.21 In convening a general meeting the Company may give notice that each of the resolutions set out in the notice will be put to a postal ballot. In these circumstances the quorum for the general meeting will be 3 Members.

## 17. **PROXIES**

17.1 A proxy form must be in writing and signed by the Member or, where the Member is a Company, or an unincorporated association, on behalf of the Member either by a Director, the Company secretary, council member, trustee or by a person who is properly authorised to sign on its behalf. The signature on the form does not have to be witnessed.

- 17.2 A proxy form must be in any form which is commonly used, or in any other form which the Board approves. The Board can send out proxy forms with the notice of meeting, for use at the meeting. This is subject to the provisions of the Act.
- 17.3 A proxy form must be delivered to the Registered Office, or to any other place in the United Kingdom specified in the notice of the meeting, or in any document sent with the notice, or in the notice of an adjournment. This must be done at least:
- 17.3.1 48 hours before the time set for the meeting;
- 17.3.2 for a poll taken during or on the same day as the meeting, 48 hours before the time set for the meeting; or
- 17.3.3 24 hours before the time set for any other poll taken after the day of the meeting.

This Article applies in the same way to adjourned meetings.

- 17.4 A Member can still attend and vote in person at a meeting or on a poll, even though he has delivered a proxy form in respect of that meeting or poll.
- 17.5 A proxy form gives the person who is appointed as proxy authority to demand or join in demanding a poll. It will not give any further right to speak at the meeting, unless the chairman of the meeting allows. The proxy form also gives the person appointed as proxy, authority to vote in whatever way the proxy decides on any amendment of a resolution put to the meeting for which it is given. If a Member gives his proxy authority to vote as the proxy decides or to vote in a particular way, this is a matter between the Member and his proxy. The Company will accept the abstention or vote of the proxy as final and conclusive even if the Company has actual knowledge of the terms of the authority of the proxy.
- 17.6 Any vote cast or poll demanded by a proxy will not be valid if the Member gives written notice to the Company at the Registered Office at least 3 hours before the time set for the meeting or, if later, the poll, that the proxy form has been revoked.
- 17.7 A proxy form is not valid after 12 months from the date specified on the form as the date of signature except at an adjourned meeting or on a poll where the original meeting or demand for a poll was held or made within the 12 month period.
- 17.8 Subject to the provisions of the Act, a resolution in writing signed by or on behalf of all the Members, shall be valid and treated in the same way as if the resolution had been passed as an ordinary, special or extraordinary resolution at a general meeting of the Company.

## 18. **THE BOARD**

- 18.1 The Board shall comprise the Directors of the Company within the meaning of the Act.

18.2 The number of Directors shall be at least three and the maximum shall be twelve. This may be changed by an ordinary resolution of the Members. The maximum number of Executive Directors shall never be greater than 75% of the total number of Directors in office at any time.

18.3 Subject to Articles 18.4 and 18.15, a person appointed as a Director in accordance with Article 18.6 (other than an Interim Director) shall hold office for a period of four consecutive BD Years commencing on (as applicable) (the “**Start Date**”):

18.3.1 the date of his appointment, where such appointment is made at or with effect from an annual general meeting; or

18.3.2 the date of the annual general meeting following his appointment, where the appointment is made other than at or with effect from an annual general meeting,

(but any period for which a Director is appointed as an Interim Director shall not contribute to any consecutive period of office for the purposes of this Article 18.3) and the Director must retire at the annual general meeting held at the end of the fourth such BD Year, subject to any reappointment pursuant to Article 18.4.

18.4

18.4.1 Subject to Article 18.4.5, a Director other than an Extra Director or an Interim Director:

(a) is eligible for re-election at or with effect from the annual general meeting at which he would otherwise retire, or

(b) may be deemed to be re-elected pursuant to Article 18.16,

for one further period of four consecutive BD Years and, in the event of reappointment, he must retire at the annual general meeting held at the end of the fourth such BD Year following his reappointment.

18.4.2 A Director appointed pursuant to Article 18.6.3 is eligible for reappointed by the Board pursuant to Article 18.6.3 for one further period of four consecutive BD Years and, in the event of his reappointment, he must retire at the annual general meeting held at the end of the fourth such BD Year following his reappointment.

18.4.3 Subject to Articles 18.4.4, 18.4.5, 18.6.5 and 18.19, in all circumstances a Director (including an Extra Director) must only hold office for a maximum continuous period of eight BD Years from the Start Date.

18.4.4 Any period for which a Director has been an Interim Director shall be disregarded when determining the continuous period a person has held office as

a Director for the purposes of this Article 18.4. For the avoidance of doubt, an Interim Director at the end of his term may stand for election under Article 18.6.1 or 18.6.2 or be appointed an Extra Director under Article 18.6.3.

18.4.5 Chairman Exceptions:

- (a) subject to Articles 18.4.4, 18.6.5 and 18.19, in all circumstances the Chairman must only hold the office of Chairman for a maximum continuous period of eight BD Years from the Start Date of him being elected as the Chairman;
- (b) a Director who has been a Director for the previous one to four consecutive BD Years shall be eligible to be elected (or where he currently holds the position as Chairman, re-elected) as the Chairman for (i) a further period of four consecutive BD Years (he must retire at the annual general meeting held at the end of the fourth such BD Year following his election/re-election) and (ii) subject to Article 18.4.5(a), a second period as Chairman under Article 18.4.5(c); and
- (c) subject to Article 18.4.5(a), a Director who has been a Director for the previous five to eight consecutive BD Years shall be eligible to be elected (or where he currently holds the position as Chairman, re-elected) as the Chairman for one further period of four consecutive BD Years (he must retire at the annual general meeting held at the end of the fourth such BD Year following his election/re-election).

18.5 In order to be appointed a Director, a person must:

- 18.5.1 be a natural person aged 16 years or older;
- 18.5.2 be a Member; and
- 18.5.3 not be disqualified from acting under any of the provisions of Article 18.15, Article 18.16 or any other provisions of these Articles.

18.6 A person may, subject to Articles 18.2 to 18.5 (inclusive), Article 18.7 and Article 18.16, be appointed as a Director in the following manner:

- 18.6.1 the Members can, in accordance with Article 18.12, elect a Director to fill a vacancy where someone has ceased to be a Director.
- 18.6.2 the Members can, in accordance with Article 18.12, re-elect or elect a Director who has retired.
- 18.6.3 the Board can co-opt, at any one time, up to five Directors as Extra Directors (being persons with additional expertise or competencies which fall outside of the roles listed in Article 18.13, including the roles of the Business Development

Director and Finance Director). The Board shall have the right to appoint the Finance Director (under this Article 18.6.3) after the Finance Director at the date of adoption of these Articles has completed their current term. The Board shall determine the skill-based criteria for the required Extra Director; once the criteria is determined and the role advertised, the Nominations Committee shall interview candidates, including the incumbent Director if such person would like to be considered for reappointment. The Board shall appoint or (if relevant) reappoint the Extra Director as recommend by the Nominations Committee.

- 18.6.4 The Board can appoint Interim Directors pursuant to Article 18.19.
  - 18.6.5 The Members can, by passing a special resolution, elect a Director for one BD Year (and for the purposes of these Articles, such a Director shall be an Interim Director).
  - 18.6.6 Up to seven Directors can be elected by the Members under Article 18.6.1 or re-elected or elected under Article 18.6.2. In determining the seven, no Director originally appointed by the Board under Article 18.6.3 shall be counted.
- 18.7 Subject to Articles 18.2 to 18.5 (inclusive) and Article 18.17, the only people who can be elected as Directors by the Members for appointment at or with effect from a general meeting are the following:
- 18.7.1 a Director retiring at the meeting;
  - 18.7.2 a person who is recommended by the Board; or
  - 18.7.3 a person who has been approved by the Nominations Committee pursuant to Articles 23.1 to 23.3.
- 18.8 The Board will invite nominations for appointment to the Board at least four months before the annual general meeting in respect of vacant roles from the list in Article 18.13 determined by reference to the roles undertaken by the Directors retiring at the meeting or those roles which have become vacant through any other means prior to the meeting. The Board will set out in the invitation a description of the vacant roles and any pre-requisite knowledge, experience and competencies it has identified which would add to the skills mix and balance of the Board. For the avoidance of doubt, should no suitable or acceptable candidates put themselves forward for the vacant roles following this invitation being published, the Board may issue a new invitation or re-advertise the vacant roles in any manner they deem appropriate from time to time.
- 18.9 The invitation will either be published in 'British Dressage' or other appropriate publication or newsletter or will be sent to Members and will specify the date for delivery of nominations.
- 18.10 A person who wishes to be considered for appointment as a Director must deliver a written notice to the Registered Office nominating that person. The notice, in such form as the

- Board requires from time to time, must contain the following information, unless the Nominations Committee determines otherwise:
- 18.10.1 the full name and address in Great Britain of the candidate,
  - 18.10.2 a declaration of any interests the candidate has,
  - 18.10.3 a curriculum vitae,
  - 18.10.4 a short statement as to how the candidate meets the role(s) requirements as set out in the nomination invitation,
  - 18.10.5 a signature of the candidate confirming that he is willing to be elected to a specific role referred to in the invitation, and confirming the information contained in the written notice is accurate,
  - 18.10.6 the signature of at least two Members (such Members may also be existing Directors) entitled to attend and vote at the annual general meeting in support of the candidate.
- 18.11 The written notice must be delivered to the Registered Office by no later than the date specified for the delivery of such notice within the invitation published in accordance with Article 18.9.
- 18.12 Board Elections in relation to Articles 18.6.1 and 18.6.2:
- 18.12.1 Subject to Article 18.12.2, the Nominations Committee shall approve, in accordance with Article 23.3, the candidates which are suitable for the Members to elect.
  - 18.12.2 In relation to the position of Chairman, any candidates approved as suitable by the Nominations Committee, in accordance with Article 23.3, shall also require the approval of the Board before they are put forward for election by the Members. The Board (acting in good faith) shall have the discretion to determine any additional criteria they consider appropriate when deciding the suitability of the candidates.
  - 18.12.3 The Board shall, at least 28 days before the annual general meeting in each applicable year, cause to be delivered to every Member a list of the candidates which have been approved by the Nominations Committee (and in relation to the position of Chairman, approved by the Board) for election by ballot and related voting paper. Each voting paper shall separately list (in alphabetical order) the candidates under the heading of each Board position. The voting paper shall be in such form as the Board approves, with a statement of the number of vacancies to be filled and with the option for the Members to vote for 'none of the candidates'.

- 18.12.4 Completed voting papers shall be returned by a date and to an address to be fixed by the Board (but falling at least 14 days after the voting papers have been delivered), which shall appoint a single scrutineer, being the Company's solicitors or auditors or such other independent third party to inspect the voting papers and count the votes. The scrutineer shall report in writing to the Board the result of such voting (such report shall be final and binding), and those candidates who receive the most votes under each Board position shall be deemed to have been elected as a Director with effect from the next immediate annual general meeting. In the event that the 'none of the candidates' option receives the greatest number of votes, no Director shall be appointed to that position under Articles 18.6.1 or 18.6.2.
- 18.12.5 Every Member shall be entitled to one vote only in respect of each vacancy. Any voting paper containing more than the requisite number of votes shall be rejected by the scrutineers. If two or more nominees obtain the same number of votes it shall be decided by lot which nominee shall be elected.
- 18.12.6 The Board shall be entitled to substitute electronic online voting methods in place of using voting papers (but Members shall always be entitled to require voting papers if they request so in writing in respect of each applicable election), provided that Members shall have secure access for such electronic voting. The Board shall be entitled to introduce such security measures as they deem fit in relation to the manner in which such electronic voting shall be conducted.
- 18.13 The following responsibilities are undertaken by Directors and the list may be varied by an ordinary resolution of the members on the recommendation of the Board:-
- Chairman
  - International
  - Training
  - Judges
  - Sports Operations
  - BD Youth
  - Para-Equestrian
- 18.14 If the number of roles referred to in Article 18.13 is increased beyond the present seven, the maximum number of Directors for the purposes of Article 18.2 and the number of Directors referred to in Article 18.6.6 shall be automatically increased by the same number.
- 18.15 A Director will cease to be a Director in any of the following circumstances:



- 18.15.1 If he retires and is neither re-elected by the Members in accordance with Article 18.6.2 nor deemed to be re-elected pursuant to Article 18.16 nor reappointed by the Board in accordance with Article 18.6.3;
  - 18.15.2 If he delivers a written resignation to the Registered Office or offers it at a Board meeting;
  - 18.15.3 If the Board resolves (acting in good faith) that he is no longer able to be a Director because of physical or mental incapacity or mental disorder;
  - 18.15.4 If he has missed Board meetings for a continuous period of six months without the Board's consent;
  - 18.15.5 If he petitions for his own bankruptcy or is adjudged bankrupt or if he proposes or makes an arrangement with his creditors or a composition with his creditors (including a voluntary or any other type of arrangement) or if he applies for an order for protection from his creditors;
  - 18.15.6 If he is prohibited by law from being a Director;
  - 18.15.7 If he ceases to be a Director under the Act or is removed under these Articles;
  - 18.15.8 If he ceases to be a Member, or has his membership suspended;
  - 18.15.9 If he is an Executive Director and is dismissed from his office as an Executive Director and/or employee. This applies even if this is in breach of any service contract he has with the Company.
  - 18.15.10 If he is convicted of any offence involving dishonesty or on imprisonment for any offence.
- 18.16 At an annual general meeting at which a Director retires (other than an Extra Director), the Company can appoint a person in his place pursuant to Article 18.6.1 or may re-elect the Director pursuant to Article 18.6.2. If the Company does not do this, the retiring Director (other than an Extra Director or an Interim Director) will (subject to Article 18.17) be deemed to be reappointed save for where:
- 18.16.1 the annual general meeting expressly decides not to fill his place;
  - 18.16.2 the members, pursuant to Article 18.12, vote to not reappoint him;
  - 18.16.3 he has given the Company notice in writing that he does not want to be reappointed;
  - 18.16.4 he is not approved by the Nominations Committee in accordance with Article 18.7;

- 18.16.5 the deemed reappointment would breach any one or more of Articles 18.2 to 18.5 (inclusive) or any other provision of these Articles; or
- 18.16.6 he is not eligible under Article 18.17.
- 18.17 A person is not eligible to be appointed or elected as a Director (other than as an Interim Director) for a period of four years:
- 18.17.1 except where Article 18.4.5(c) has applied, after holding office as a Director for eight consecutive BD Years from the Start Date (excluding any time he was an Interim Director); or
- 18.17.2 except where Article 18.4.5(c) has applied, after ceasing to hold office as a Director for any reason if such a Director has been elected a Director (under Articles 18.6.1 or 18.6.2) and/or appointed an Extra Director (under Article 18.6.3) two times in the previous five BD Years; or
- 18.17.3 where Article 18.4.5(c) has applied, after holding office as a Director for up to twelve consecutive BD Years from the Start Date (excluding any time he was an Interim Director), subject to such person holding the position of Chairman during his final four BD Years.
- 18.18 If a Director ceases to be a Director for any reason, he may remain a member of any committee or sub-committee of the Board or a delegate or other representative of the Company unless the Board directs otherwise.
- 18.19 If a Director resigns or otherwise ceases to hold office under Article 18.15 during his term, the Board may appoint a person as an Interim Director in place of the former Director and such person shall hold office until the next annual general meeting at which time he will automatically retire, provided the period between the appointment of the Interim Director and the next annual general meeting is no less than 5 months. If the Interim Director is appointed within 5 months of the next annual general meeting, the Interim Director will automatically retire at the second annual general meeting following his appointment.
19. **DIRECTORS' FEES AND EXPENSES**
- 19.1 A Director shall not be entitled to any remuneration for performing his services as a Director unless otherwise sanctioned by an ordinary resolution of the Members.
- 19.2 Notwithstanding Article 19.1 a Director who is an employee of the Company and an Executive Director shall be entitled to such remuneration as the Board decides. The remuneration shall be paid in respect of his executive services.
- 19.3 The Company will pay the reasonable travelling, hotel and incidental expenses incurred by the Directors to attend and return from:
- 19.3.1 Board meetings;

- 19.3.2 meetings of committees of the Board;
  - 19.3.3 general meetings; and
  - 19.3.4 other meetings on the Company's business.
- 19.4 The Company can also pay all other expenses properly and reasonably incurred by Directors in conducting the Company's business or performing their duties.

**20. POWERS OF DIRECTORS**

- 20.1 The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.
- 20.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 20.3 Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

**21. THE BOARD'S POWERS AND DUTIES**

- 21.1 The Board will manage the Company's business. The Board can use all of the Company's powers except where the Articles or the Act say that powers can only be used by the Members voting at a general meeting.
- 21.2 The Board is always subject to:
- 21.2.1 the provisions of the Act;
  - 21.2.2 the Company's memorandum of association;
  - 21.2.3 the requirements of these Articles; and
  - 21.2.4 any directions given by the Members passing a special resolution at a general meeting.

However, if the memorandum or articles of association of the Company are altered, or a special resolution is passed, relating to something which the Board has already done which falls within its powers, this cannot invalidate the Boards previous action.

- 21.3 Any other Articles which give special authority or powers to the Board do not limit or restrict but add to the powers given by this Article 21.

## 22. **BORROWING POWERS**

The Board can exercise all the Company's powers to borrow money and to mortgage or charge all or any part of the Company's business and activities, property and assets (present and future) and uncalled capital. The Board can also exercise all the Company's powers to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. In exercising these powers the Board is subject to the requirements of the Act.

## 23. **PROCEEDINGS OF THE BOARD**

### **Nominations Committee**

23.1 The Board shall establish a Nominations Committee on such terms as the Board shall determine from time to time subject to clause 23.2.

23.2 The Nominations Committee shall comprise a minimum of three persons being such persons as the Board shall determine from time to time provided that a majority of the Nominations Committee shall be:

23.2.1 independent and free from any significant conflict of interest (as determined by the Board from time to time); and

23.2.2 Non-Executive Directors.

23.3 The Nominations Committee shall have responsibility for, amongst any other duties as the Board shall determine from time to time:

### **In respect of Directors (to be elected in accordance with Articles 18.6.1 or 18.6.2):**

23.3.1 reviewing the written notices from candidates seeking to be considered for appointment to the Board pursuant to Article 18.10 taking into account the following criteria:

(a) the need for candidates to meet the role requirements and competencies of the vacant roles as set out by the Board from time to time;

(b) the need for Directors to contribute to the skills mix and balance of the Board as a whole as detailed in the invitation sent pursuant to Article 18.9;

(c) any conflict or potential conflict of interests which have been declared by candidates in their written notice;

(d) the need for candidates to be supported by at least two Members entitled to attend and vote at the annual general meeting who must have provided such support by signing the written notice; and

(e) any other criteria set by the Board from time to time.

23.3.2 to approve those candidates who meet the criteria detailed in Article 23.3.1 and who can go forward for election by the Members pursuant to Article 18.12.

23.3.3 the Nominations Committee will notify the Board of any person who is not approved with such information regarding the reasons for non-approval as is required by the Board from time-to-time. The Board shall notify those candidates who have not been approved by the Nominations Committee and will provide details of the reasons why they have not been approved.

**In respect of Extra Directors (to be appointed or reappointed in accordance with Article 18.6.3):**

23.3.4 reviewing the applications from candidates seeking to be considered for appointment as an Extra Director taking into account the following criteria:

- (a) the need for candidates to meet the role requirements and competencies of the vacant roles as set out by the Board from time to time;
- (b) the need for Directors to contribute to the skills mix and balance of the Board;
- (c) any conflict or potential conflict of interests which have been declared by candidates in their written notice;
- (d) any other criteria set by the Board from time to time.

23.3.5 to recommend the candidate who best meets the criteria detailed in Article 23.3.4 and to notify the Board of their recommendation.

23.3.6 the Nominations Committee will notify the Board of the unsuccessful candidates and provide the reasons why they were unsuccessful. The Board shall notify those unsuccessful candidates and will provide details of the reasons why they have been unsuccessful.

**Proceedings of the Board**

23.4 The Board can decide when to have meeting and how to conduct them. The Board must, however, comply with any specific provision in these Articles which applies to Board meetings.

23.5 Matters for decision which arise at a Board meeting will be decided by a majority vote. If the votes are equal, the chairman of the meeting will have a second or casting vote.

23.6 A Board meeting can be called by a Director. It must be called by the Secretary if a Director requests a meeting.

- 23.7 The quorum needed to deal with the business of the Board is 2 Directors if there are 2 or more Directors in total, but if the number of Directors is more than 6, the quorum is 3 Directors.
- 23.8 A Director will be treated as being present at a meeting if he communicates with the meeting by telephone, video conferencing or other similar equipment. Alternatively, a meeting can take place by a series of telephone calls from the chairman. Taking part in the meeting in this way will be counted as being present at the meeting and so the Director will count in the quorum and can vote at the meeting.
- 23.9 The Board meeting will be treated as taking place where the majority of the Directors are, but if there is no majority in one place, it will be treated as being held at the place where the chairman of the meeting is present.
- 23.10 If the number of Directors is less than the minimum number set by Article 18.2 or less than the number fixed under the Articles for a quorum for a Board Meeting, the continuing Directors or Director can continue to act. However in these circumstances they or he can only convene a general meeting and cannot use any of the Board's other powers.
- 23.11 If there are no Directors able or willing to act, any 5 Members can call a general meeting.
- 23.12 The Board can appoint one of the Directors to be chairman of meetings of the Board and may remove him and appoint another.
- 23.13 If there is no chairman or the chairman is absent, the Directors who are present can choose which of them will chair the meeting.
- 23.14 The Board can delegate any of its powers, authorities or discretions to committees of one or more Directors. The Board can also give the committee the power to sub-delegate. The Board can co-opt persons who are not Directors to sit on a committee.
- 23.15 The Board may either impose its own requirements on how the committee is to operate or may authorise the committee to decide its own procedures.
- 23.16 The chairman of each committee must be a Director.
- 23.17 If the Board has delegated any power, authority or discretion to a committee, any references in these Articles to the Board using that power, authority or discretion include the use of that power, authority or discretion by the committee.
- 23.18 A written resolution which is signed or approved in accordance with the requirements of this Article 24.15, will be as valid and effective as a resolution passed at a Board meeting which is properly convened and held. The written resolution must be approved by all the Directors and signed by at least the number of Directors which would be required to form a quorum at a Board meeting.

23.19 Everything which is done by the Board, or by any Board committee, or by any person acting as a Director, or as a Member of a committee, will be valid even though it is later discovered that any Member of the Board, or committee, or person acting as a Director or committee Member, was not properly appointed. This also applies if it is later discovered that anyone was disqualified from being a Director, or had ceased holding that position, or was not entitled to vote. In any of these cases, anything done will be as valid as if there was no defect or irregularity as referred to in this Article.

## 24. **THE REGULATIONS OF THE COMPANY**

To further the objects of the Company as set out in Article 5, the Board has power to issue regulations relating to the activities of the Company, Members and the sport of Dressage in Great Britain.

## 25. **COMPANY SECRETARY**

The Company Secretary will be appointed and removed by the Board.

## 26. **SEAL**

26.1 The Company's common seal can only be used with the Board's authority.

26.2 The Board can decide who will sign any document which is to be sealed with the common seal, but, unless the Board decides otherwise, it must be signed by a Director and the Company Secretary or by 2 Directors.

26.3 A document signed by one Director and the Company Secretary, or by 2 Directors, which states that it has been executed by the Company will have the same effect as if it had been sealed. This will not apply if the Act says otherwise.

## 27. **ACCOUNTS**

27.1 The Board must make sure that proper accounting records which comply with the Act are kept.

27.2 The accounting records must be kept at the Registered Office or at any other place which the Board thinks fit and the Act allows.

27.3 The Directors can always inspect the accounting records.

27.4 No Member or other person has any right to inspect any accounting record or book or document of the Company unless:

27.4.1 he is entitled by law;

27.4.2 he is authorised to do so by the Company; or

27.4.3 he is authorised to do so by Members passing an ordinary resolution at a general meeting.

## 28. **ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**

28.1 The Directors must comply with the requirements of the Charities Act 2011 with regard to the:

28.1.1 transmission of a copy of the statements of account to the Commission;

28.1.2 preparation of an Annual Report and the transmission of a copy of it to the Commission;

28.1.3 preparation of an Annual Return and its transmission to the Commission.

28.2 The Directors must notify the Commission promptly of any changes to the Company's entry on the Central Register of Charities.

## 29. **AUDITORS**

The appointment and duties of the Company's Auditors will be governed by the Act. The Auditor is entitled to attend any general meeting and to receive notices of and any other communication relating to any general meeting which any Member is entitled to receive. The Auditor will also be entitled to speak at any general meeting on any business which concerns him as auditor.

## 30. **NOTICES**

30.1 Any notice or other document (including, but not by way of limitation, the Company's accounts) can be served or delivered by the Company on or to a Member:

30.1.1 personally;

30.1.2 by posting it (with postage paid) to the address given for the Member in the register of Members;

30.1.3 by leaving it at the address given for the Member in the register addressed to that address;

30.1.4 by electronic mail (except a share certificate) to an address notified by the Member in writing;

30.1.5 by a website (except a share certificate) the address of which shall be notified to the Member in writing; or

30.1.6 by publishing the notice or other document in "Dressage News" or other publication or newsletter determined by Board.



- 30.2 Where a notice or document is served by post, it will be treated as being served and delivered 24 hours after it was posted. In proving service, the Company shall only be required to prove on a balance of probabilities that the envelope containing the notice or document was properly addressed and put into the postal system.
- 30.3 Any notice or document which is delivered to or left at a registered address other than by post will be treated as having been served or delivered on the day that it was delivered or left there.
- 30.4 Any notice or document which is published in accordance with Article 31.1.6 will be treated as having been served on the third day after publication.
- 30.5 Any notice or document (other than a share certificate) which is sent by electronic mail will be treated as being delivered at the time it was sent.
- 30.6 Any notice or document (other than a share certificate) which is sent by a website will be treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 30.7 This Article 31 does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

31. **WINDING UP**

The Board can on behalf of the Company and in the Company's name present a petition to a court for the Company to be wound up.

32. **INDEMNITY**

- 32.1 The Company shall indemnify every relevant Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company.
- 32.2 In this article a 'relevant director' means any Director or former Director of the Company. The Company may indemnify an auditor against any liability incurred by him or her or it:
- 32.2.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or
- 32.2.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

33. **DISPUTES**

If a dispute arises between members of the Company about the validity or propriety of anything done by the members of the Company under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

<b>NAMES AND ADDRESSES OF SUBSCRIBERS</b>
W TESTER 16 St John Street LONDON EC1M 4AY
H THOMAS 16 St John Street LONDON EC1M 4AY

Dated this 22 September 1997

WITNESS to the above signatures:

D J WOOTON  
16 St. John Street  
LONDON  
EC1M 4AY