

Articles of Association

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE (NOT HAVING A SHARE
CAPITAL)

ARTICLES OF ASSOCIATION

OF

THE EXERCISE MOVEMENT AND DANCE PARTNERSHIP LIMITED

Company number 05842539

1. Name

The name of the Company is *The Exercise Movement and Dance Partnership Limited*, which is sometimes abbreviated as "EMDP" and "EMD UK".

2. Registered Office

The registered office of the Company is to be in England and Wales.

3. Objects

The objects for which the Company is established (the **Objects**) are as follows:

- 3.1. to promote and advance public health by encouraging active participation in the *group exercise* sector of sport and physical activity in the United Kingdom (the **GE Sector**);
- 3.2. to promote the safety of services provided for active participation by the public in the GE Sector, in particular but not exclusively, by:
 - 3.2.1. promoting high professional standards in the GE Sector;
 - 3.2.2. advancing education, practical training, and the dissemination of knowledge amongst organisations and the instructor workforce in the GE Sector; and
 - 3.2.3. carrying out and promoting research into, and promoting awareness and understanding of, the health and other welfare benefits of well-managed group exercise.

4. Powers

In pursuance of the Objects set out in Article 3, the Company has the power to:

- 4.1. act as the representative body, and provide networking opportunities, for the diverse instructor workforce and organisations in the GE Sector, in order to:
 - 4.1.1. inform and consult with them; and
 - 4.1.2. influence other stakeholders in the GE Sector;
- 4.2. facilitate and coordinate activities, events and competitions for, and to collaborate with, the instructor workforce and organisations within the GE Sector;
- 4.3. collaborate with organisations that deal with regulatory, professional standards and professional qualifications matters for the GE Sector, in order to promote adherence to high professional standards and codes of conduct in the GE Sector;
- 4.4. act as an advocate for the GE Sector when engaging with public policy stakeholders with regard to the needs, capabilities, and reputational profile of the GE Sector;
- 4.5. provide education and continuing professional development (CPD) opportunities and resources to the instructor workforce and organisations within the GE Sector including, but not limited to, seminars, courses, technical materials, and educational grants;
- 4.6. provide advice, guidance, insight and research to the instructor workforce and organisations in the GE Sector on topics including, but not limited to, impact measurement, problem solving, and best practice;
- 4.7. provide administrative and logistical support services suited to the needs of organisations working in the GE Sector, with a particular but not exclusive focus on the needs of those micro-businesses that are characteristic of the GE Sector;
- 4.8. provide resources and support services suited to the needs of individuals working as instructors in the GE Sector (including but not limited to those working as sole traders, and/or in partnership with other instructors);
- 4.9. have a particular, but not exclusive, focus on beneficial outcomes for under-represented and/or disadvantaged communities;
- 4.10. buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

- 4.11. borrow and raise money in such manner as the Directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 4.12. invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 4.13. subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 4.14. lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 4.15. lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the principal object in any way;
- 4.16. pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 4.17. enter into contracts to provide services to or on behalf of other bodies;
- 4.18. provide and assist in the provision of money, materials or other help;
- 4.19. open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.20. incorporate subsidiary companies to carry on any trade; and
- 4.21. do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects set out in Article 3.

5. Income

- 5.1. The income and property of the Company from wherever derived shall be applied solely in promoting the Objects.
- 5.2. No distribution shall be paid or capital otherwise returned to the Voting Members (or, for the avoidance of doubt, the Non-Voting Members) in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- 5.2.1. reasonable and proper remuneration to any Voting Member, officer or servant of the Company for any services rendered to the Company;
- 5.2.2. any interest on money lent by any Voting Member or any director at a reasonable and proper rate;
- 5.2.3. reasonable and proper rent for premises demised or let by any Voting Member or Director; or
- 5.2.4. reasonable out-of-pocket expenses properly incurred by any Director.

6. Winding Up

On the winding-up of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Voting Members (or, for the avoidance of doubt, the Non-Voting Members) (except to a Voting Member who qualifies under this Article 6) but shall be transferred to another body or bodies (charitable or otherwise) with objects similar to those of the Company. Such body or bodies shall be determined by resolution of the Voting Members at or before the time of winding up and, subject to any such resolution of the Voting Members, may be made by resolution of the Directors at or before the time of winding up.

7. Guarantee

- 7.1. The liability of each Voting Member is limited to £10 (ten pounds), being the amount that each Voting Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Voting Member or within 12 months after they cease to be a Voting Member, for:
 - 7.1.1. payment of the Company's debts and liabilities contracted before they cease to be a Voting Member;
 - 7.1.2. payment of the costs, charges and expenses of the winding up; and
 - 7.1.3. adjustment of the rights of the contributories among themselves.
- 7.2. For the avoidance of doubt, the Non-Voting Members are not company law members of the Company and so give no guarantee under Article 7.1 or otherwise and shall have no liability to contribute to the assets of the Company in the event of its being wound up.

8. Membership

- 8.1. The Company must maintain a register of members.
- 8.2. The Company shall admit as Voting Members, individuals who:

8.2.1. apply to the Company using the application process approved by the Directors;

8.2.2. are approved by the Directors; and

8.2.3. are also appointed as Directors.

8.3. The Directors may:

8.3.1. in addition to the Voting Members who comprise the members of the Company, establish different classes of membership and set out the different rights and obligations for each class, with such rights and obligations being recorded in the Register of Members.

8.3.2. establish groups of individuals or organisations, referred to by the Company as "members" but who are not company law members of the Company (together, the **Non-Voting Members** and each a **Non-Voting Member**). The rights attaching to different classes of Non-Voting Members shall be set out in the Bye Laws.

8.4. All Non-Voting Members must pay to the Company a subscription fee to be decided by the Directors from time to time.

8.5. The Voting Members shall not pay a subscription fee.

8.6. A person shall cease to be a Voting Member if they:

8.6.1. give written notice of termination of their membership to the Company; or

8.6.2. die; or

8.6.3. cease to be a Director; or

8.6.4. are subject to a decision under the Company's disciplinary policies that requires their removal as a Voting Member; or

8.6.5. do anything, or fail to do anything, which in the opinion of the Board brings the Company into disrepute.

8.7. Membership of the Company is not transferable.

9. General Meetings

9.1. Voting Members are entitled to attend general meetings either personally or by proxy. Proxy notices must be delivered to the Company at least 24 hours before

the meeting. General meetings (which may be called at any time by the Directors) are called on at least 21 clear days' written notice specifying the business to be discussed.

9.2. For the purposes of this Article 9, if a Voting Member is able via electronic means, at a general meeting, to:

9.2.1. hear the proceedings;

9.2.2. speak and be heard; and

9.2.3. vote in real time using an online platform,

they shall be treated as though they are attending "in person" at that general meeting.

9.3. There is a quorum at a general meeting if the number of Voting Members present in person or by proxy is at least 4 (four) Voting Members, or 60% (sixty percent) of the Voting Members from time to time (whichever shall be the greater number). If the chair of the meeting reasonably believes that there has been an attempt to prevent there being a quorate meeting by any Voting Member(s) unreasonably refusing to attend a meeting, the chair may in their absolute discretion determine that the quorum for any such meeting shall be 4 (four) Voting Members or more.

9.4. The Chair or (if the Chair is unable or unwilling to do so) some other Voting Member elected by those present, shall act as the chair of general meetings.

9.5. The chair of the meeting may permit other persons (including Non-Voting Members) who are not Voting Members of the Company, to attend and speak (but not vote) at a general meeting.

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

9.7. The Directors may make whatever arrangements they consider appropriate, including by means of electronic communication (including video calling platforms), to enable those attending a general meeting to exercise their rights to speak or vote at it.

9.8. In determining attendance at a general meeting, it is immaterial whether any 2 (two) or more Voting Members attending it are in the same place as each other. 2 (Two) or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

- 9.9. Except where otherwise provided by these Articles or the Companies Act, every issue shall be decided by a majority of the votes cast.
- 9.10. Except for the chair of the meeting, who has a second or casting vote, every Voting Member present in person or by proxy has one vote on each issue.
- 9.11. The Voting Members may require the Directors to call a general meeting of the Company pursuant to section 303 of the Companies Act.

10. Voting At General Meetings

- 10.1. A person is able to exercise the right to vote at a general meeting when:
 - 10.1.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 10.1.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 10.2. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting, or adjourned meeting, at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 10.3. Any such objection must be referred to the chair of the meeting whose decision is final.
- 10.4. A poll on a resolution may be demanded:
 - 10.4.1. in advance of the general meeting where it is to be put to the vote; or
 - 10.4.2. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 10.5. A poll may be demanded by:
 - 10.5.1. the chair of the meeting;
 - 10.5.2. the Directors;
 - 10.5.3. two or more persons having the right to vote on the resolution; or
 - 10.5.4. a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

- 10.6. A demand for a poll may be withdrawn if:
 - 10.6.1. the poll has not yet been taken; and
 - 10.6.2. the chair of the meeting consents to the withdrawal.
- 10.7. Polls must be taken immediately and in such manner as the chair of the meeting directs.

11. Proxy Notices

- 11.1. Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
 - 11.1.1. states the name and address of the Voting Member appointing the proxy;
 - 11.1.2. identifies the person appointed to be that Voting Member's proxy and the general meeting in relation to which that person is appointed;
 - 11.1.3. is signed by or on behalf of the Voting Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 11.1.4. is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 11.2. The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 11.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 11.4. Unless a proxy notice indicates otherwise, it must be treated as:
 - 11.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 11.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 11.5. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

- 11.6. An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 11.7. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting, or adjourned meeting, to which it relates.
- 11.8. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

12. Resolutions at General Meetings

- 12.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.
- 12.2. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 12.2.1. notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 12.2.2. the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 12.3. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 12.3.1. the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 12.3.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 12.4. If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

13. Adjournment of General Meetings

- 13.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a

meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

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

13.2.1. the meeting consents to an adjournment; or

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

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

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

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

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

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

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

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

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

14. The Board of Directors

14.1. Unless otherwise determined by ordinary resolution, the number of Directors shall be subject to a maximum of 12 (twelve) individuals and shall not be less than 5 (five) individuals.

14.2. If the total number of Directors for the time being is less than the minimum required under Article 14.1, the Directors must not take any decision other than a decision to appoint further Directors.

- 14.3. Subject to the provisions of these Articles, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
 - 14.3.1. by ordinary resolution; or
 - 14.3.2. by a decision of the Directors (taken by a majority of at least 75% of those Directors present and entitled to vote on the decision at the relevant meeting).
- 14.4. The composition of the Board shall be such that and the Directors shall ensure that:
 - 14.4.1. All the Directors shall be Voting Members of the Company;
 - 14.4.2. All the Directors are appointed for their skills and experience through an openly-advertised recruitment process overseen by the Nominations Committee (set up pursuant to the provisions of Article 16.2.2);
 - 14.4.3. At least 25% (twenty five percent) of the Board shall be independent non-executive directors; and
 - 14.4.4. The Directors use reasonable endeavours to promote, embed and advance diversity and inclusion on the Board.
- 14.5. The Chief Executive of the Company from time to time (**CEO**) may be appointed as an executive Director *Ex Officio*.
- 14.6. With the exception of the CEO, the Board shall be comprised of non-executive Directors. The Board shall therefore delegate the day-to-day running of the Company's business to the CEO and any/or any other such persons as provided for in Article 16.2.
- 14.7. The Board shall appoint a non-executive Director to be the Chair of the Board from time to time.
- 14.8. The Board shall appoint an independent non-executive Director who shall be the "Senior Independent Director" (as such position is referred to in, and the responsibilities of such position as may be set out in, the Code).
- 14.9. Every Director, after appointment or reappointment, must sign a declaration of willingness to act as a Director of the Company before they may vote at any meeting of the Directors.
- 14.10. Directors (other than the CEO) must retire at the first Board meeting following the 4th (fourth) anniversary of their appointment.

- 14.11. A retiring Director who remains qualified to be appointed as a Director, may be reappointed for a maximum of 1 (one) additional consecutive term of office, such term of office to be fixed at a period of 4 (four) years, and further details of which shall be set out in the Bye Laws.
- 14.12. When a Director has completed a maximum term of 8 (eight) years pursuant to the provisions of Articles 14.10 and 14.11, they shall resign and at least 4 (four) years must elapse before they can be eligible to be re-appointed as a Director.
- 14.13. A Director's term of office shall automatically terminate if:
 - 14.13.1. they are incapable, whether mentally or physically, of managing their own affairs;
 - 14.13.2. they cease to be a Voting Member;
 - 14.13.3. they resign by written notice to the Directors (but only if at least 5 (five) Directors will remain in office);
 - 14.13.4. a bankruptcy order is made against them;
 - 14.13.5. a composition is made with their creditors generally in satisfaction of their debts;
 - 14.13.6. the Board determine that the Director should retire pursuant to Article 14.4.3 (in order for the Board to meet the independence requirements of that Article);
 - 14.13.7. they cease to be a Director by virtue of any provision in the Companies Act or are prohibited by law from being a Director;
 - 14.13.8. they are absent without the permission of the Directors from all Directors' meetings held within a period of 12 consecutive months and the Directors resolve that their office is vacated;
 - 14.13.9. they do anything, or fail to do anything, which in the opinion of the Board brings the Company into disrepute;
 - 14.13.10. in the case of the CEO, they cease to hold the position of chief executive of the Company; and/or
 - 14.13.11. Article 14.12 applies.
- 14.14. The Company allows for openly advertised recruitment to the Board.

- 14.15. A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

15. Directors' Proceedings

- 15.1. The Chair, or any 2 (two) Directors, may call a Directors' meeting by giving notice of the meeting to the Directors, or by authorising the Secretary to give such notice.
- 15.2. Notice of any Directors' meeting must indicate:
- 15.2.1. its proposed date and time;
- 15.2.2. where it is to take place; and
- 15.2.3. if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.3. Notice of a Directors' meeting must be given to each Director but need not be in writing.
- 15.4. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 (seven) days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 15.5. The Directors must hold at least 3 (three) meetings during each Financial Year.
- 15.6. A quorum at a meeting of the Directors is 4 (four) Directors or 60% (sixty percent) of the number of appointed Directors, whichever is the greater number.
- 15.7. A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 15.8. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 15.9. If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 15.10. The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present shall act as the chair of each meeting.

- 15.11. Except for the chair of the meeting, who has a second or casting vote, every Director has one vote on each issue.
- 15.12. A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

16. Directors' Powers

- 16.1. Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
 - 16.2. Without limiting the Director's powers as set out in Article 16.1, the Directors have the following specific powers in the administration of the Company:
 - 16.2.1. To appoint (and remove) any person to act as Secretary in accordance with the Companies Act.
 - 16.2.2. To delegate any of their Board functions to committees consisting of 2 (two) or more individuals appointed by them. At least 1 (one) member of every such committee must be a Director and all proceedings of committees must be reported promptly to the Directors. Such committees are to include a Finance and Audit Committee and a Nominations Committee.
 - 16.2.3. Subject to these Articles, otherwise to delegate any of the powers which are conferred on them under these Articles:
 - 16.2.3.1. to such person or committee;
 - 16.2.3.2. by such means (including by power of attorney);
 - 16.2.3.3. to such an extent;
 - 16.2.3.4. in relation to such matters or territories; and
 - 16.2.3.5. on such terms and conditions,
- as they think fit.

The Directors may revoke any such delegation, in whole or part, or alter its terms and conditions.

- 16.2.4. To establish procedures to assist the resolution of disputes or differences within the Company.
- 16.2.5. To exercise any powers of the Company which are not reserved to a general meeting.
- 16.2.6. To set the financial terms for membership of the Company.

17. Directors to take decisions collectively

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 18.

18. Unanimous decisions

- 18.1. A decision of the Directors is taken in accordance with this Article 18 when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 18.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 18.3. References in this Article 18 to **eligible Directors** are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 18.4. A decision may not be taken in accordance with this Article 18 if the eligible Directors would not have formed a quorum at such a meeting.

19. Conflicts of interest

- 19.1. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 19.2. But if Article 19.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 19.3. This Article 19.3 applies when:

- 19.3.1. the Company by ordinary resolution disapplies the provision of these Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
 - 19.3.2. the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 19.3.3. the Director's conflict of interest arises from a permitted cause.
- 19.4. For the purposes of this Article 19, the following are permitted causes:
- 19.4.1. a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
 - 19.4.2. subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - 19.4.3. arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
- 19.5. For the purposes of this Article 19, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 19.6. Subject to Article 19.7, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.
- 19.7. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

20. Directors' Indemnity

- 20.1. Subject to Article 20.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:
- 20.1.1. any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

- 20.1.2. any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act); and
- 20.1.3. any other liability incurred by that Director as an officer of the Company or an associated company.
- 20.2. This Article 20 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law.
- 20.3. In this Article:
 - 20.3.1. companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 20.3.2. a **relevant director** means any Director or former Director of the Company or an associated company.

21. Directors' Insurance

- 21.1. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- 21.2. In this Article 21:
 - 21.2.1. a **relevant director** means any Director or former director of the Company or an associated company;
 - 21.2.2. a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 21.2.3. companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

22. Directors' remuneration

- 22.1. Directors may undertake any services for the Company that the Directors decide.

22.2. Directors are entitled to such remuneration as the Directors determine:

22.2.1. for their services to the Company as directors; and

22.2.2. for any other service which they undertake for the Company.

22.3. Subject to these Articles, a Director's remuneration may:

22.3.1. take any form; and

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

22.4. Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

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

23. Directors' expenses

23.1. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

23.1.1. meetings of Directors or committees of Directors; or

23.1.2. general meetings,

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

24. Bye Laws

24.1. The Directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example: provisions relating to classes of members; membership fees and subscriptions; admission criteria for members; and rules to govern Board proceedings and proceedings of any committees established by the Board) (**Bye Laws**).

- 24.2. If there is a conflict between the terms of these Articles and any Bye Laws established under this Article 24, the terms of these Articles shall prevail.

25. Records and Accounts

- 25.1. The Directors must comply with the requirements of the Companies Act as to keeping financial records, the audit of accounts (if applicable) and the preparation and transmission to the Registrar of Companies of:

25.1.1. annual returns;

25.1.2. annual reports; and

25.1.3. annual statements of account.

- 25.2. The Directors must keep proper records of:

25.2.1. all proceedings at general meetings;

25.2.2. all proceedings at meetings of the Directors;

25.2.3. all reports of committees; and

25.2.4. all professional advice obtained.

- 25.3. The Directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

- 25.4. Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide.

26. Means of Communication to be used

- 26.1. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

26.1.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or 5 (five) Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least 5 (five) Business Days was guaranteed at the time of

sending and the sending party receives a confirmation of delivery from the courier service provider);

26.1.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;

26.1.3. if properly addressed and sent or supplied by electronic means, 1 (one) hour after the document or information was sent or supplied; and

26.1.4. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 26, no account shall be taken of any part of a day that is not a Business Day.

26.2. In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Companies Act.

27. Interpretation

27.1. The Model Articles shall not apply to the Company.

27.2. In these Articles, unless the context otherwise requires:

'Activities'	means activities that form part of the GE Sector;
'Articles'	means the Company's articles of association from time to time;
'bankruptcy'	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
'Board'	means the board of Directors of the Company from time to time;
'Business Day'	means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
'Bye Laws'	has the meaning given to such term in Article 24.1;
'Chair'	means the chairperson of the Board of Directors appointed under Article 14.7;
'clear day'	means 24 hours from midnight following the relevant event;

'Code'	means UK Sport & Sport England's <i>A Code for Sports Governance</i> , from time to time in force;
'the Company'	means The Exercise Movement And Dance Partnership Limited, company number 05842539;
'the Companies Act'	means the Companies Act 2006;
'Director' (together, the 'Directors')	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
'Document'	includes, unless otherwise specified, any document sent or supplied in electronic form;
'Financial Year'	means a financial year of the Company;
'firm'	includes a limited liability partnership;
'GE Sector'	has the meaning given to such term in Article 3.1;
'independent'	<p>means an individual who is free from any close connection to the Company (or any subsidiary of the Company) provided that, from the perspective of an objective outsider, they would be viewed as being independent. An individual may still be deemed to be 'independent' even if they are a Voting Member or Non-Voting Member and/or participate in Activities.</p> <p>Examples of a 'close connection' include those where:</p> <ul style="list-style-type: none">• individuals are, or have within the last 4 (four) years of the relevant date been, actively involved in the Company's affairs or in the Activities, for example as a representative of a group which has a specific interest in the Activities, such as an Non-Voting Member organisation, a region, or a home country;• individuals are, or have within the last 4 (four) years of the relevant date been, an employee or worker of the Company (or any subsidiary of the Company); or they have close family ties with any director or senior employee of the Company (or any subsidiary of the Company);
'Model Articles'	the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
'month'	means a calendar month;
'Non-Voting Member'	has the meaning given in Article 8.3.2;

'the Objects'	means the Objects of the Company (as defined in Article 3);
'ordinary resolution'	means a resolution that is passed by a simple majority of the members entitled to vote thereon;
'Secretary'	means the company secretary of the Company from time to time (if appointed);
'special resolution'	means a resolution that is passed by a majority of not less than 75% of the members entitled to vote thereon;
'Voting Member'	means a company law member of the Company who has agreed to become, and is appointed as, a member of the Company pursuant to Article 8.2 (subject to the provisions of these Articles);
'written' or 'in writing'	means the representation or reproduction of words, symbols, or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise; and
'year'	means a calendar year.

- 27.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 27.4. A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 27.5. Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 27.6. Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

28. Amendments to these Articles

- 28.1. These Articles can only be amended by a special resolution of the Voting Members of the Company.

END