

DATED **2024**

SKATEBOARD GB LIMITED
(company number 11000889)
a private company limited by guarantee
and not having a share capital

ARTICLES OF ASSOCIATION
adopted on 17 October 2024

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Company number: 11000889

**PRIVATE COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
SKATEBOARD GB LIMITED**

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following definitions will apply:

Act
the Companies Act 2006;

Board
the board of Directors for the time being of the Company;

Business Day
any day (other than a Saturday, Sunday or public holiday) during which banks in London are open for normal business;

Chair
the individual appointed to the office of chair under article 8.6;

Chief Executive Officer
the individual holding the office of chief executive officer of the Company (from time to time);

Code
A Code for Sports Governance published and maintained from time to time by Sport England and UK Sport;

Corporate Director
any Director nominated by a Corporate Member under article 8.9.1 and appointed to the Board under article 8.10;

Corporate Member
one national governing body for the sport of skateboarding from each of Scotland and Northern Ireland, in each case that is for the time being recognised by the Board;

Director
a duly appointed director of the Company for the time being;

Director Majority
50% or more of the of the number of Directors at any given time;

English Director
any Director nominated from time to time by the English Individual Members under article 8.16 and appointed to the Board under article 8.18;

English Individual Member
any Individual Member whose residential address is in England and for the avoidance of doubt it shall not be possible for an Individual to simultaneously be an English Individual Member and a Non-English or Welsh Individual Member;

Eligible Director

a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to eligible directors in article 8 of the Model Articles shall be construed accordingly;

Encumbrance

any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising;

Independent Director

any individual appointed to the office of independent director under article 8.29;

Individual Member

any individual Member who has paid the relevant entrance fee(s), membership fee(s) and/or subscription fee(s), as determined from time to time by the Board pursuant to article 5.5;

Member

a registered member of the Company from time to time, as recorded in the register of members 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 as amended prior to, and in force as at, the date of adoption of these Articles;

Non-English Individual Member

any Individual Member who is not an English Individual Member;

Rules

the rules, policies, regulations, terms of reference and standing orders of the Company made by the Board, as amended from time to time;

Senior Independent Director

the Independent Director appointed to the office of senior independent director under article 8.34; and

Skateboarding

all disciplines of the sport of skateboarding.

Welsh Director

Any Director nominated from time to time by the Welsh Individual Members under article 8.22 and appointed to the Board under article 8.24;

Welsh Individual Member

any Individual Member whose residential address is in Wales and for the avoidance of doubt it shall not be possible for an Individual to simultaneously be an Welsh Individual Member and a Non-Welsh Individual Member;

1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

1.3 In these Articles a reference to:

1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and

any subordinate legislation made under the statutory provision before or after the Adoption Date;

- 1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);
- 1.3.3 "writing" includes any mode of reproducing words in a legible and non-transitory form, including in electronic form;
- 1.3.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.3.5 an "electronic facility" includes, without limitation, website addresses and conference call systems, and any device, system, procedure, method or other facility whatsoever providing an electronic means of attendance at or participation in (or both attendance at and participation in) a general meeting determined by the Board pursuant to Article 7.9;
- 1.3.6 "electronic form" has the meaning given to it in section 1168 of the Act;
- 1.3.7 "electronic means" has the meaning given to it in section 1168 of the Act;
- 1.3.8 a "document" includes, unless otherwise specified, any document sent or supplied in electronic form
- 1.3.9 a "meeting" shall mean a meeting convened and held in any manner permitted by these Articles, including a general meeting at which some (but not all) those entitled to be present attend and participate by means of electronic facility or facilities, and such persons shall be deemed to be present at that meeting for all purposes of the Act and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly; and
- 1.3.10 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act.

1.4 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.7 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member.

2. OBJECTS OF THE COMPANY

2.1 The Company's objects are:

- 2.1.1 in relation to Skateboarding in England and Wales:

- (a) to act as the national governing body for Skateboarding in England and Wales;
- (b) to promote, administer and encourage the development of, and participation in Skateboarding within England and Wales;
- (c) to create, develop and implement a strategy for the development of Skateboarding in England and Wales;
- (d) to make and vary all such rules for persons participating in Skateboarding in England (including rules against doping in the Sport) from time to time;
- (e) to create, develop, maintain, implement and promote a commercial, marketing and public relations programme for Skateboarding in England and Wales;
- (f) to create, develop, maintain, implement and promote a competition programme for Skateboarding within England and Wales;
- (g) to consult, co-operate and work with other organisations operating in Skateboarding within England and Wales in all matters relating to the administration, promotion and taking part of Skateboarding;
- (h) to encourage, maintain, manage and provide for the affiliation of regions, organisations and clubs for promoting or taking part in Skateboarding;
- (i) to encourage, maintain, manage and provide for the registration of skateboarders; and
- (j) to establish, maintain and manage a programme which identifies, supports and develops talented skateboarders from England and Wales;

2.1.2 in relation to Skateboarding in Great Britain and Northern Ireland:

- (a) to act as the governing body for Skateboarding in Great Britain and Northern Ireland;
- (b) to encourage, maintain, manage and provide for the registration of skateboarders;
- (c) to facilitate and be responsible for the preparation, selection and performance of both men's and women's Great Britain talent skateboarders and officials and their participation in any event (competitive or otherwise) or development activity in which a Great Britain talent identified skateboarder or official is involved, including the Olympic Games;
- (d) to provide a representative to represent the interests of the Company on the National Olympic Committee of Great Britain and Northern Ireland;
- (e) to act as the representative member for the UK in international affairs and to affiliate to and carry out functions delegated to it by the International Federation and other relevant bodies; and

2.1.3 generally:

- (a) to take such action from time to time as the Board may consider desirable or necessary for the benefit of Skateboarding and/or the Members;
- (b) to create, undertake, execute, manage and administer charitable trusts for the benefit of Skateboarding and/or the Members;
- (c) to represent and promote the interests of the Company, the Members and/or Skateboarding in Great Britain in matters relating to international competitions, relations and affairs, including the Olympic Games;
- (d) to do all such other things as are, in the reasonable opinion of the Board:
 - (i) necessary or desirable to further the interests of the Company, the Members and/or Skateboarding in Great Britain and Northern Ireland; or
 - (ii) incidental or conducive to the attainment of any of the objects in this Article 2.

2.2 In furtherance of the objects set out in article 2.1 above, but not otherwise, the Company shall have the power:

- 2.2.1 to take on lease or in exchange or purchase, hire or otherwise acquire and hold for any estate or interest any buildings, lands, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery and plant or personal property of any kind deemed convenient or necessary or in connection with the Company's business or any subsidiary thereof;
- 2.2.2 to undertake and secure any part or whole of the business, assets and goodwill of any company, firm or person trading or proposing to trade in any activity which the Company is authorised to carry on or proposes to carry on and as part of the consideration for such purchase to undertake all or any of the liabilities of such company, firm or person, or to acquire an interest in, combine with, or enter into any arrangement for profit sharing, or for co-operation, or for mutual assistance with any such company, firm or person or for subsidising or otherwise aiding any such company, firm or person and to accept or give, by way of consideration for any of the acts or things aforesaid or property acquired, any securities, debentures, debenture stock or shares that may be agreed upon, and to retain and hold or mortgage, sell, and deal with any securities, debentures, debenture stock or shares so received;
- 2.2.3 to sell, charge, mortgage, construct, repair, improve, develop, exchange, let on, lease, grant privileges, options, rights and licenses in respect of all or any part of the property of the Company;
- 2.2.4 to hold or otherwise deal with any investments made for the Company and as may be necessary and to be determined, to invest moneys not immediately required by the Company;
- 2.2.5 to grant credit, loans or advances on such terms as may be appropriate with or without security to clients and others, to enter into indemnity, contracts or guarantees and suretyships of all kinds, to receive money on loan or deposit or otherwise upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of an obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary of such holding company in such manner as the Company may think fit;

- 2.2.6 to raise and borrow money by any method and to secure the payment of any money borrowed, raised or owing as the Company shall think fit for the purposes of or in connection with the Company's business;
- 2.2.7 to issue discount, accept, draw and negotiate cheques, bills of exchange, bills of lading, warrants, debentures, promissory notes and other negotiable or transferable instruments;
- 2.2.8 to purchase, take, subscribe for or otherwise obtain and retain shares or other securities or interests in any other company having objects similar or identical to those of the Company or carrying on any businesses capable of being carried on so as to directly or indirectly benefit the Company or increase the value of its property and manage, co-ordinate and finance the businesses and operations of any organisation in which the Company holds any such interest;
- 2.2.9 to dispose of or sell the entire or any part of the property or business of the Company, either in portions or together for such consideration as the Company may think fit, including for securities, debentures or shares of any company purchasing the same;
- 2.2.10 to act as brokers, agents or trustees for any company, firm or person and to undertake and perform sub-contracts;
- 2.2.11 to pay any company, firm or person supplying services to the Company either by cash payment or by the allotment to him/her or them of any securities of the Company credited as paid up in full or in part or otherwise as may be deemed appropriate;
- 2.2.12 to grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees;
- 2.2.13 to co-ordinate, manage, finance, control or otherwise aid any company or companies in which the Company has any interest, whatsoever, to provide consultative, managerial, administrative, technical, commercial and services of all kinds for any such company or companies and to make payments by way of subsidy or otherwise and any other arrangements which may be deemed desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 2.2.14 to amalgamate with any other company for the purpose of purchasing the whole or any part of the property, undertaking or business or any of the liabilities of the Company, or of undertaking any business operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- 2.2.15 to secure the Company to be registered or known in any part of the world;
- 2.2.16 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents,

brokers, sub-contractors or otherwise and either alone or in conjunction with others; and

2.2.17 to do all such other things as are incidental or conducive to the above objects set out in this article 2 or any of them.

2.3 None of the provisions set out in either article 2.1 or 2.2 shall be restrictively construed but the widest interpretation shall be given to each such provision and none of those provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set out in any such articles, or by reference to or inference from the terms of any other article, or by reference to or inference from the name of the Company.

3. RESTRICTION ON DISTRIBUTION OF ASSETS

3.1 The income and property of the Company shall be applied solely towards the promotion of the objects set out in article 2 above and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members.

3.2 No Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, provided that nothing in this article 3 shall prevent any payment in good faith by the Company:

3.2.1 of the usual professional charges for business done by any Director (or any person connected with a Director in accordance with section 252 of the Act) who is a solicitor, accountant or other person engaged in a profession when instructed by the Company to act in a professional capacity on its behalf provided that:

- (a) at no time shall a majority of the Directors benefit under this provision; and
- (b) a Director shall withdraw from any meeting at which his or her appointment or remuneration (or that of any person connected (as aforesaid) with him) is under discussion;

3.2.2 of reasonable and proper remuneration for any services rendered to the Company by any Member, officer or servant of the Company who is not a Director;

3.2.3 of interest on money lent to the Company by any Member or Director at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Directors;

3.2.4 of reasonable and proper rent or hiring fee for premises demised or let or other property let or hired by any Member or a Director; or

3.2.5 to any Director of reasonable out-of-pocket expenses incurred in connection with the business of the Company.

3.3 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property or operating surplus whatsoever, the same shall not be distributed among the Members of the Company but shall be given or transferred to some other body having objects similar to those of the Company, chosen by the Members of the Company at or before the time of dissolution and, if that cannot be done for any reason, then to some other body nominated by the Directors.

4. **LIABILITY OF MEMBERS**

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

- 4.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;
- 4.2 payment of the costs, charges and expenses of winding up; and
- 4.3 adjustment of the rights of the contributories among themselves.

5. **MEMBERS**

- 5.1 There will be two classes of Members:

- 5.1.1 Individual Members; and
- 5.1.2 Corporate Members.

- 5.2 There shall be three further sub-classifications of Individual Members:

- 5.2.1 English Individual Members; and
- 5.2.2 Welsh Individual Members; and
- 5.2.3 Non-English or Welsh Individual Members.

- 5.3 An Individual Member may be either an English Individual Member, a Welsh Individual Member or a Non-English or Welsh Individual Member at any one time, but not more than one simultaneously. If an Individual Member at any time fulfils the criteria for being more than one Individual Member classification, the Board shall notify that Individual Member as soon as reasonably practicable and, at the Board's direction, the Individual Member may be asked to chose whether he or she shall be an English Individual Member, Welsh Individual Member or a Non-English or Welsh Individual Member. The Board, acting reasonably, shall have final say in relation to the nature or sub-classification of any Individual Member's membership of the Company.

- 5.4 No individual shall become an Individual Member unless:

- 5.4.1 that individual has completed an application for membership in such form as required by the Board; and
- 5.4.2 the Board has approved the application.

- 5.5 The Board may from time to time fix the levels of entrance fees / membership fees and annual subscriptions to be paid by the different classes of Individual Members.

- 5.6 All Members shall be subject to the Rules.

- 5.7 The Individual Members shall pay to the Company any entrance fee(s), membership fee(s) and/or annual subscription(s) set by the Board under article 5.5.

Termination of membership

- 5.8 A Member may at any time withdraw from the Company by giving not less than 5 Business Days' notice to the Company in writing.

5.9 Any Individual Member may be removed from the Company by decision of a Director Majority.

5.10 A Member's membership of the Company is not transferable and shall automatically cease upon the occurrence of any of the following events:

5.10.1 in the case of an Individual Member:

- (a) the death of that Member;
- (b) an order being made by the court or the adjudicator for the bankruptcy of that Member, or a petition being presented or an application being made for an adjudication for such bankruptcy which petition or application is not withdrawn or dismissed within 10 Business Days of being presented or made;
- (c) the Member circulating a proposal in relation to, or taking any other steps with a view to, making an arrangement or composition in satisfaction of his creditors generally;
- (d) the Member being unable to pay his debts as they fall due (within the meaning of section 268 Insolvency Act 1968);
- (e) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the Member's assets, or any other steps being taken to enforce any Encumbrance over all or any part of the Member's assets;
- (f) any proceedings or orders equivalent or analogous to any of those described in articles 5.10.1(a) to (e) above occurring in respect of the Member under the law of any jurisdiction outside England and Wales; or
- (g) that Member suffering from mental disorder and being admitted to hospital or, by reason of his mental health, being subject to any court order which wholly or partly prevents that Member from personally exercising any powers or rights which that Member would otherwise have;
- (h) that Member's membership lapses by reason of such Member not having paid the relevant annual membership fee(s) to the Company; and

5.10.2 in the case of a Corporate Member:

- (a) an order being made or a resolution being passed for the winding up of that Member or for the appointment of a provisional liquidator to that Member (other than a voluntary liquidation for the purposes of a bona fide scheme of solvent amalgamation or reconstruction);
- (b) a petition being presented for the winding up of that Member, which petition is not withdrawn or dismissed within 10 Business Days of being presented;
- (c) an administration order being made in respect of that Member, or a notice of intention to appoint an administrator, or a notice of appointment of an administrator or an application for an administration order being issued at court in respect of that Member;
- (d) any step being taken for the appointment of a receiver, manager or administrative receiver over all or any part of the assets or undertaking of that Member, or any other steps being taken to enforce any

Encumbrance over all or any part of the assets or undertaking of that Member;

- (e) any proceedings or orders equivalent or analogous to any of those described above in articles 5.10.2(a) to (d) occurring in respect of that Member under the law of any jurisdiction outside England and Wales.

5.11 Upon a Corporate Member ceasing to be a Member of the Company in accordance with this article 5, any Corporate Director nominated by that Member shall, on the direction of a Director Majority, immediately resign as director.

5.12 Articles 21 and 22 of the Model Articles shall not apply to the Company.

6. MEMBERS' VOTING RIGHTS

6.1 Corporate Members shall not be entitled to receive notice of, or to attend or speak at, any general meeting of the Company, and shall not be entitled to vote at any such meeting or on a written resolution.

6.2 Subject to the provisions of the Act at a general meeting of the Company on a show of hands or on a poll each Individual Member who is present in person or by proxy shall have one vote.

7. GENERAL MEETINGS

7.1 The minimum period of notice required to hold a general meeting of the Company (which for this purpose shall include an annual general meeting) is fourteen clear days.

7.2 A general meeting or annual general meeting may be called by shorter notice if it is so agreed by a majority in number of Individual Members who together hold not less than 90 percent of the total voting rights.

7.3 The notice of any general meeting must be given to all Individual Members and to all Directors and must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006.

7.4 The Board shall use reasonable endeavours to ensure that the Company holds an annual general meeting of the Company once a year and, in any event, the Board shall ensure that not more than eighteen months pass between annual general meetings.

7.5 The Board may call a general meeting at any time.

7.6 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Five or more Individual Members, present either in person or by proxy, shall be a quorum.

7.7 Article 27 of the Model Articles shall be amended by the addition of the following as a new paragraph 27(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved."

7.8 At a general meeting that is not held by simultaneous attendance and participation by means of electronic facility or facilities, voting shall be on a show of hands and a poll may be demanded at any general meeting by:

7.8.1 the Chair; or

- 7.8.2 not less than three Individual Member(s) present (in person or by proxy) and entitled to vote on the relevant resolution.
- 7.8.3 Individual Member(s), present as set out in article 7.8.1, representing not less than 10% of the total voting rights of all the Individual Members having the right to vote on the resolution.

Article 30(2) of the Model Articles shall not apply to the Company.

- 7.9 The Board may resolve to enable persons entitled to attend and participate in a general meeting to do so partly (but not wholly) by simultaneous attendance and participation by means of electronic facility or facilities, and may determine the means, or all different means, of attendance and participation used in relation to the general meeting. The members present in person or by proxy by means of an electronic facility or facilities (as so determined by the Board) shall be counted in the quorum for, and be entitled to participate in, the general meeting in question. That meeting shall be duly constituted and its proceedings valid if the Chair is satisfied that adequate facilities are available throughout the meeting to ensure that members attending the meeting by all means (including the means of an electronic facility or facilities) are able to:
- 7.9.1 participate in the business for which the meeting has been convened;
- 7.9.2 hear all persons who speak at the meeting; and
- 7.9.3 be heard by all other persons attending and participating in the meeting.
- 7.10 All persons seeking to attend and participate in a general meeting by way of electronic facility or facilities shall be responsible for maintaining adequate facilities to enable them to do so. Subject only to the requirement for the Chair to adjourn a general meeting in accordance with the provisions of this Article 7.10, any inability of a person or persons to attend or participate in a general meeting by way of electronic facility or facilities shall not invalidate the proceedings of that meeting.
- 7.11 Nothing in these Articles authorises or allows a general meeting to be held exclusively on an electronic basis.
- 7.12 A resolution put to the vote at a general meeting held partly by means of electronic facility or facilities shall be decided on a poll, which poll votes may be cast by such electronic means as the Board, in its sole discretion, deems appropriate for the purposes of the meeting. Any such poll shall be deemed to have been validly demanded at the time fixed for the holding of the meeting to which it relates.
- 7.13 If pursuant to Article 7.9 the Board determines that a general meeting shall be held partly by means of electronic facility or facilities, the notice shall:
- 7.13.1 include a statement to that effect;
- 7.13.2 specify the means, or all different means, of attendance and participation thereat; and
- 7.13.3 state how it is proposed that persons attending or participating in the meeting electronically should communicate with each other during the meeting
- 7.14 The Board may make whatever arrangements it considers fit to allow those entitled to do so to attend and participate in any general meeting.
- 7.15 The Board shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the meeting shall be enabled to do so by means of electronic facility or

facilities pursuant to Article 7.9 (and for the avoidance of doubt, the Board shall be under no obligation to offer or provide such facility or facilities, whatever the circumstances).

- 7.16 In determining whether persons are attending or participating in a meeting, other than at a physical place or places, it is immaterial where any of them are or how they are able to communicate with each other.
- 7.17 If, at any general meeting at which Individual Members are entitled to participate by means of electronic facility or facilities determined by the Board pursuant to Article 7.9, any document is required to be on display or to be available for inspection at the meeting (whether prior to or for the duration of the meeting or both), the Company shall ensure that it is available in electronic form to persons entitled to inspect it for at least the required period of time, and this will be deemed to satisfy any such requirement.
- 7.18 Article 30(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made."
- 7.19 Article 31(1) of the Model Articles shall be amended as follows:
 - 7.19.1 by the deletion of the words in Article 31(1)(d) and the insertion in their place of the following: "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and
 - 7.19.2 by the insertion of the following as a new paragraph at the end of Article 31(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion, accept the proxy notice at any time before the meeting."
- 7.20 The Company shall not be required to give notice of a general meeting to any Individual Member:
 - 7.20.1 whose registered address is outside the United Kingdom unless he or she has provided an address for service within the United Kingdom; or
 - 7.20.2 for whom the Company no longer has a valid United Kingdom address.

8. APPOINTMENT AND REMOVAL OF DIRECTORS

Composition of the Board

- 8.1 Unless and until determined otherwise by ordinary resolution of the Company, the number of Directors (other than alternate directors) shall not be more than twelve. Article 17(1) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors."
- 8.2 The Board shall be comprised of:
 - 8.2.1 the Chief Executive Officer;
 - 8.2.2 the Chair;
 - 8.2.3 up to two Corporate Directors;

- 8.2.4 up to three English Directors;
- 8.2.5 up to one Welsh Directors;
- 8.2.6 subject to article 8.7, up to four additional Independent Directors.

Chief Executive Officer

- 8.3 Subject to article 8.41, the Chief Executive Officer shall hold the office of Director in an 'ex officio' capacity for so long as he or she serves as Chief Executive Officer of the Company.

Deleted: 8.35

Chair

- 8.4 The Chair's responsibilities shall include:
 - 8.4.1 setting the Board's agenda;
 - 8.4.2 managing the effectiveness of the Board, including how Directors perform and interact at meetings;
 - 8.4.3 managing the distribution of accurate, timely and clear information to the Board;
 - 8.4.4 managing the time allocated for discussion of all agenda items at Board meetings, including the provision of adequate time for discussion of strategic issues;
 - 8.4.5 taking a lead on the implementation of Board decisions;
 - 8.4.6 promoting a culture of openness and debate amongst the Board by facilitating the effective contribution of all Directors;
 - 8.4.7 managing conflicts of interest;
 - 8.4.8 taking a lead on governance matters;
 - 8.4.9 setting an example in the values and behaviour which the Board adopts;
 - 8.4.10 monitoring, assessing and reviewing the performance of the Chief Executive Officer from time to time; and
 - 8.4.11 in the event that the office of chief executive officer of the Company is vacated, leading the nominations committee in a fair and transparent process to recruit a new chief executive officer of the Company,

and such other responsibilities and duties as are determined by the Board from time to time.

- 8.5 The Chair shall be nominated for election or re-election (as the case may be) by the nominations committee following an open and transparent recruitment and/or consideration process.

- 8.6 Subject to article 8.41, the appointment of any individual nominated to hold the office of Chair under article 8.5 shall be subject to the approval of a Director Majority before the individual shall formally be appointed to the Board.

Deleted: 8.35

- 8.7 For the avoidance of doubt, the nominations committee shall be able to appoint an existing Independent Director to the office of Chair and any such individual if subsequently appointed Chair under article 8.6 shall be able, if he or she chooses, to fulfil both the functions of Independent Director and Chair simultaneously. Any such Director shall not, however, have more than one vote on any decision of the Board.

- 8.8 If at any time the office of Chair is vacated, as soon as reasonably practicable the Board shall by a decision of a Director Majority co-opt any Director other than the Chief Executive Officer to temporarily act as Chair and fulfil the role and functions of the Chair as set out in article 8.4 until such time as a Chair shall be appointed under articles 8.5 to 8.6 (inclusive).

Corporate Directors

- 8.9 Each Corporate Member shall have the right, exercisable from time to time and on more than one occasion:

8.9.1 to nominate one individual to serve as a Director of the Company; and

8.9.2 to remove any such person nominated by that Corporate Member who is appointed to the Board under article 8.10.

- 8.10 Subject to article ~~8.41~~, the appointment of any individual nominated by a Corporate Member to serve as a Director of the Company under article 8.9.1 shall be subject to the approval of a Director Majority before the individual shall formally be appointed to the Board.

Deleted: 8.35

- 8.11 Any Director nominated by a Corporate Member who is appointed to the Board under article 8.10 shall be designated a "Corporate Director".

- 8.12 Any nomination pursuant to article 8.9.1 or removal pursuant to article 8.9.2 shall be made by notice in writing to the Company. Such notice (which may consist of several documents in similar form each signed by or on behalf of the relevant Corporate Member) must be left at or sent by post or electronic mail to the registered office of the Company and the nomination or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

- 8.13 The Corporate Member removing a Corporate Director from office under article 8.9.2 shall indemnify the Company against any claim connected with that Director's removal from office and any losses, costs or expenses incurred by the Company in relation to such removal.

- 8.14 If from time to time:

8.14.1 a national governing body does not exist, or is otherwise not recognised by the Board, the Board; and

8.14.2 there are fewer than three Corporate Directors appointed to the Board,

the Board may, subject to article ~~8.41~~, and with the approval of a Director Majority, co-opt an individual to fill the Corporate Director vacancy on terms that such Director shall resign from office at the direction of the Board as and when a national skateboarding governing body for the relevant nation exists, or is recognised by the Board.

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- 8.15 Any individual co-opted by the Board to fill a vacancy under article 8.14 shall for the time being be designated a "Corporate Director".

English Directors

- 8.16 Subject to the provisions of the Act, at a general meeting of the Company each English Individual Member shall have the right to nominate any English Individual Member to serve as a Director of the Company. Any such nomination will need to be seconded by another English Individual Member before being put to a vote of the English Members at a general meeting of the Company. On such a vote, each English Individual Member who is present in person or by proxy shall have one vote. If at a general meeting more English Directors are elected than vacant positions for English Directors are available, the vacant English Director positions will be filled by the candidate(s) who received the most votes. For the avoidance of doubt, an English Individual Member cannot nominate himself or herself to serve as a Director or second his or her own nomination by another English Individual Member.

8.17 For the avoidance of doubt, Individual Members who are not English Individual Members shall not be entitled to vote on any resolution to nominate an individual to serve as an English Director under article 8.16 at a general meeting of the Company or on a written resolution.

8.18 Subject to article 8.41, the appointment of any individual nominated by the English Members to serve as a Director of the Company under article 8.16 shall be subject to the approval of a Director Majority before the individual shall formally be appointed to the Board.

8.19 Any director appointed by the English Individual Members under article 8.18 shall be designated an "English Director".

8.20 If from time to time:

8.20.1 any position of English Director on the Board is vacant; and

8.20.2 there are fewer than three English Directors appointed to the Board,

the Board may, subject to article 8.41, and with the approval of a Director Majority, co-opt an individual to fill the English Director vacancy on terms that such Director shall resign from office at the direction of the Board as and when an English Individual Member is nominated under article 8.16 and appointed to the Board under article 8.18.

Deleted: 8.35

8.21 Any individual co-opted by the Board to fill a vacancy under article 8.20 shall for the time being be designated a "English Director".

Welsh Directors

8.22 Subject to the provisions of the Act, at a general meeting of the Company each Welsh Individual Member shall have the right to nominate any Welsh Individual Member to serve as a Director of the Company. Any such nomination will need to be seconded by another Welsh Individual Member before being put to a vote of the Welsh Individual Members at a general meeting of the Company. On such a vote, each Welsh Individual Member who is present in person or by proxy shall have one vote. If at a general meeting more Welsh Directors are elected than vacant positions for Welsh Directors are available, the vacant Welsh Director positions will be filled by the candidate(s) who received the most votes. For the avoidance of doubt, an Welsh Individual Member cannot nominate himself or herself to serve as a Director or second his or her own nomination by another Welsh Individual Member.

8.23 For the avoidance of doubt, Individual Members who are not Welsh Individual Members shall not be entitled to vote on any resolution to nominate an individual to serve as an Welsh Director under article 22 at a general meeting of the Company or on a written resolution.

8.24 Subject to article 8.41, the appointment of any individual nominated by the Welsh Individual Members to serve as a Director of the Company under article 8.26 shall be subject to the approval of a Director Majority before the individual shall formally be appointed to the Board.

8.25 Any director appointed by the Welsh Individual Members under article shall be designated a "Welsh Director" under article 8.24.

8.26 If from time to time:

8.26.1 any position of Welsh Director on the Board is vacant; the Board may, subject to article 8.41 and with the approval of a Director Majority, co-opt an individual to fill the Welsh Director vacancy on terms that such Director shall resign from office at the direction of the Board as and when a Welsh Individual Member is nominated under article 8.22 and appointed to the Board under article 8.24.

- 8.27 Any individual co-opted by the Board to fill a vacancy under article 8.26 shall for the time being be designated a “Welsh Director”.

Independent Directors

- 8.28 All Independent Directors shall be nominated for election or re-election (as the case may be) by the nominations committee following an open and transparent recruitment and/or consideration process.
- 8.29 Subject to article 8.41, the appointment of any individual nominated to hold the office of Independent Director under article 8.28 shall be subject to the approval of a Director Majority before the individual shall formally be appointed or reappointed to the Board.
- 8.30 The Board shall ensure that any individual nominated by hold the office of Independent Director shall be “independent” as defined in the appendix to the Code.
- 8.31 The Board shall ensure that the number of Independent Directors in office at any time does not fall below 25% of the composition of the Board.
- 8.32 If from time to time:
- 8.32.1 any position of Independent Director on the Board is vacant; and
- 8.32.2 there are fewer than four Independent Directors appointed to the Board,
- the Board may, subject to article 8.41 and with the approval of a Director Majority, co-opt an individual to fill the Independent Director vacancy on terms that such Director shall resign from office at the direction of the Board as and when an Independent Director is nominated by the nominations committee under article 8.28 and appointed to the Board under article 8.29.
- 8.33 Any individual co-opted to the position of Independent Director under article 8.32 shall be required to be “independent” as defined in the appendix to the Code.

Senior Independent Director

- 8.34 The nominations committee shall select one of the Independent Directors to serve as Senior Independent Director.
- 8.35 The Senior Independent Director's responsibilities shall include:
- 8.35.1 providing a sounding board for the Chair;
- 8.35.2 serving as an intermediary for the other directors when necessary;
- 8.35.3 acting as an alternative contact for stakeholders to share any concerns if the normal channels of the Chair or the Company's management fail to resolve the matter or in cases where such contact is inappropriate; and
- 8.35.4 leading on the process to appraise the Chair's performance.

Nominations Committee

- 8.36 The Board shall establish and maintain a nomination committee which shall be responsible for the appointment of the Chief Executive Officer, the Chair, the Independent Directors.

- 8.37 The nomination committee shall be comprised of at least three Directors, which shall include the Chair (or if in the event that there is not a Chair in office at the time, such Director as is co-opted to the fulfil the role of Chair under article 8.8) and shall contain at least two Independent Directors.
- 8.38 The nomination committee shall be responsible for nominating individuals to fulfil the roles of Chief Executive Officer, Chair and each of the Independent Directors. The nominations committee shall establish and maintain a fair and transparent recruitment process for all such nominations.
- 8.39 Any decision of the Board on whether to approve the nomination of any Corporate Director, English Director or Welsh Director shall be led and advised by the nominations committee and shall aim to ensure that the Board has an appropriate balance of skills, experience and knowledge.
- 8.40 The Board, generally, and the nomination committee shall use reasonable endeavours to meet any gender representation targets or requirements contained in the Code from time to time in relation to the appointment of Directors.

General

- 8.41 Notwithstanding any other provision in these articles, no Director shall be appointed to the Board unless and until he or she has provided a declaration of good character in a form satisfactory to the Board.
- 8.42 Except for the Chief Executive Officer (who shall serve 'ex officio' for the duration of his appointment to the role of chief executive officer), no Director's term of office shall exceed three years in length.
- 8.43 Notwithstanding any other provision in these articles, where any Director other than the Chief Executive Officer has served three consecutive terms of office, that Director shall not be entitled to serve a subsequent fourth term unless and until a continuous four year period of time has passed during which he or she has not served as a Director of the Company commencing from the termination of his office.
- 8.44 The office of a Director shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon:
- 8.44.1 that Director failing to take part in any directors' decisions for a period of more than 6 consecutive months and the Directors resolving that his appointment as a Director should terminate (and the director in question shall not be an "Eligible Director" for the purposes of such resolution of the Directors);
 - 8.44.2 Individual Members representing more than 50% of the total voting rights of all the Members requesting his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Members) must be left at or sent by post to the registered office of the Company (or another address nominated by the Directors for this purpose) and the resignation shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice;
 - 8.44.3 more than 50% of the total number of Directors request his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by one or more Director(s) must be left at or sent by post to the registered office of the Company and the resignation shall take effect when the notice is received by the Company or, if later, on such date, if any, specified in the notice; or
 - 8.44.4 in the case of the Chief Executive Officer, he or she resigning as, or otherwise ceasing to serve as, chief executive officer of the Company.

Article 18 of the Model Articles shall be extended accordingly.

8.45 If any Director is removed from office under article 8.44, the office held by that Director (whether that Director be the Chief Executive Officer, the Chair, a Corporate Director, an English Director, a Welsh Director or Independent Director) shall be vacated and the Board shall take reasonable steps to ensure a replacement Director is appointed to fill the vacated role as soon as reasonably practicable.

Deleted: 8.38

8.46 The Directors shall be paid out of the funds of the Company all reasonable travelling, hotel and other expenses properly incurred by him in and about the performance of his duties as Director, including his expenses of travelling to and from Board meetings, committee meetings, general meetings or separate meetings or the holders of any class of shares or debentures in the Company.

9. PROCEEDINGS OF DIRECTORS

9.1 At least four Eligible Directors, one of whom must be either an Independent Director or the Chair, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 10 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. Article 11(2) of the Model Articles shall not apply to the Company.

9.2 If the number of votes for and against a proposal at a Directors' meeting is equal the Chair shall have a casting vote, provided that the Chair shall not have a casting vote if he or she is not an Eligible Director for the purposes of the relevant directors' decision. Article 13 of the Model Articles shall not apply to the Company.

10. DIRECTORS' CONFLICTS OF INTEREST

10.1 The Directors may, in accordance with the requirements set out in this article 9, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**) and the Chair has determined that such Conflict is not a material conflict of interest. Where a Director has a material conflict of interest as determined by the Chair, that Director shall not be entitled to:

- 10.1.1 participate in any discussions (whether at a Directors' meeting or otherwise) related to the Conflict;
- 10.1.2 receive any documents or other information relating to the Conflict; or
- 10.1.3 vote (or be counted in the quorum) at any future meeting of the Directors relating to the Conflict.

10.2 Any authorisation under this article will be effective only if:

- 10.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- 10.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
- 10.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.

10.3 Any authorisation of a Conflict under this article 9 may (whether at the time of giving the authorisation or subsequently):

- 10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- 10.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors and the Chair may determine; and
- 10.3.3 be terminated or varied by the Directors and the Chair at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

- 10.4 In authorising a Conflict the Directors and the Chair may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he or she owes a duty of confidentiality to another person, the Director is under no obligation to:

- 10.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
- 10.4.2 use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence.

- 10.5 Where the Directors and the Chair authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director:

- 10.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
- 10.5.2 is not given any documents or other information relating to the Conflict; and
- 10.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

- 10.6 Where the Directors and the Chair authorise a Conflict:

- 10.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
- 10.6.2 the Director will not infringe any duty he or she owes to the Company by virtue of sections 171 to 177 of the Act provided he or she acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

- 10.7 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

11. **SECRETARY**

The Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.

12. SERVICE OF DOCUMENTS

12.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

- 12.1.1 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;
- 12.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
- 12.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 12.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 12.1.5 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 12.1, no account shall be taken of any part of a day that is not a working day.

12.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

13. INDEMNITY

13.1 Subject to article 12.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

13.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the activities of the Company (or any associated company) as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company); and

13.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 12.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 13.2 This article 12 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 13.3 In this article 12 and in article 13:
- 13.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 13.3.2 a **relevant officer** means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any associated company) as auditor (whether or not he or she is also a director or other officer), to the extent he or she acts in his capacity as auditor).
- 13.4 Article 38 of the Model Articles shall not apply to the Company.
14. **INSURANCE**
- 14.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company.
- 14.2 Article 39 of the Model Articles shall not apply to the Company.