



Appendix 1 Written Resolution

THE COMPANIES ACT 2006
WRITTEN RESOLUTION

WEDNESDAY



A5ZBWQII
A16 01/02/2017 #248
COMPANIES HOUSE

- of -

YORKSHIRE SPORT FOUNDATION (the "Company")

Company Number: 07633990

PRIVATE COMPANY LIMITED BY SHARES

CHANGE OF ARTICLES OF ASSOCIATION

We the undersigned, being all the members of the Company who at the date of this resolution are entitled to attend and vote at general meetings of the Company, hereby unanimously resolve upon the following resolution and agree that it shall be as valid and effective as if it had been passed as a special resolution at a general meeting of the Company duly convened and held

THAT the existing articles of association of the company be modified as follows

The wording of article 9 3 to be amended to read

The subscribers to the Memorandum are the first Trustees Subsequent Trustees are to be appointed by the Trustees for terms of four years

The wording of article 9 4 to be amended to read

A Trustee who has served for two consecutive terms of four years may not be reappointed for a third consecutive term but may be reappointed after an interval of at least four years

The wording of article 9 6 9 to be amended to read

has reached the end of two consecutive terms of four years served in accordance with article 9 4 (except where the operation of this article would leave the Charity with fewer than three Trustees, in which case the relevant Trustees may remain in post for the purposes of appointing replacement Trustees or calling a general meeting only)

DATED 24/1/17

SIGNED

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

Appendix 2 Draft Role of Senior Non-Exec Director

Senior Independent Director means an independent director who is appointed as such by the Board, and whose responsibilities include

- (i) *providing a sounding board for the chair,*
- (ii) *servicing as an intermediary for the other directors when necessary,*
- (iii) *acting as an alternative contact for stakeholders to share any concerns if the normal channels of the chair or the organisation's management fail to resolve the matter or in cases where such contact is inappropriate, and*
- (iv) *leading on the process to appraise the chair's performance*

Company number: 7633990

Charity number: 1143654

COMPANIES ACT 2006
A COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES
OF ASSOCIATION OF
YORKSHIRE SPORT FOUNDATION

(Incorporated on 13 May 2011 and amended by special resolutions passed on 13 February 2015 and 28 May 2015 and written resolution on 24 January 2017)

Wrigleys Solicitors LLP
19 Cookridge Street
Leeds LS2 3AG
Tel: 0113 244 6100
Fax: 0113 244 6101

www.wrigleys.co.uk

Companies Act 2006

Company limited by guarantee and not having a share capital

**ARTICLES OF ASSOCIATION OF
YORKSHIRE SPORT FOUNDATION**

1. NAME

The name of the Charity is Yorkshire Sport Foundation

2. LIMITED LIABILITY

The liability of Members is limited

3. MODEL ARTICLES

The Model Articles do not apply to the Charity

4. GUARANTEE

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a Member

5. OBJECTS

The Objects are specifically restricted to any exclusively charitable purposes for the public benefit and in particular

5 1 the advancement of amateur sport and the promotion of community participation in healthy recreation in particular by the co-ordination of sporting and physical activities and/or the provision of facilities for the playing of sports,

5 2 to advance the education of the public in the subject of sport and physical recreation and the provision of facilities, courses, training programmes and resources to enable, assist and encourage the education of persons in sport and physical activity,

5 3 the advancement of good health, and

5.4 the promotion or provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at

large in the interests of social welfare and with the object of improving the condition of life of the said persons

6. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects

- 6 1 to provide advice and guidance to sporting and non-sporting organisations
- 6 2 to organise sports events and other programmes,
- 6 3 to promote or carry out research,
- 6.4 to provide advice,
- 6 5 to publish or distribute information,
- 6 6 to co-operate with other bodies,
- 6.7 to support, administer or set up other charities,
- 6 8 to raise funds (but not by means of Taxable Trading),
- 6 9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act),
- 6 10 to acquire or hire property of any kind,
- 6 11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act),
- 6 12 to make grants or loans of money, to give contracts to third parties to work on the Charity's behalf and to give guarantees
- 6 13 to set aside funds for special purposes or as reserves against future expenditure,
- 6 14 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification),
- 6 15 to delegate the management of investments to a Financial Expert, but only on terms that
 - 6 15 1 the investment policy is set down in writing for the Financial Expert by the Trustees,
 - 6 15 2 every transaction is reported regularly to the Trustees,

- 6 15 3 the performance of the investments is reviewed regularly with the Trustees,
- 6 15 4 the Trustees are entitled to cancel the delegation arrangement at any time,
- 6 15 5 the investment policy and the delegation arrangement are reviewed at least once a year,
- 6 15 6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Trustees on receipt, and
- 6 15.7 the Financial Expert must not do anything outside the powers of the Trustees
- 6 16 to arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the control of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required,
- 6 17 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required,
- 6 18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 6 19 to pay for Indemnity Insurance for the Trustees,
- 6 20 subject to article 12, to employ paid or unpaid agents, staff or advisers,
- 6 21 to enter into contracts to provide services to or on behalf of other bodies,
- 6 22 to establish or acquire subsidiary companies to assist or act as agents for the Charity,
- 6 23 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects,
- 6 24 to pay the costs of forming the Charity,
- 6 25 to do anything else within the law which promotes or helps to promote the Objects

7. MEMBERSHIP

- 7 1 The Charity must maintain a register of Members
- 7 2 Any person who is appointed as a Trustee will automatically, by virtue of that appointment, become a Member of the Charity. No person other than a Trustee may be admitted as a Member of the Charity
- 7 3 Membership is terminated if the Member concerned
 - 7 3 1 ceases to be a Trustee,
 - 7.3 2 gives written notice of resignation to the Charity,
 - 7 3 3 dies, or in the case of an organisation ceases to exist, or
 - 7 3 4 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice
- 7 4 Membership of the Charity is not transferable

8. GENERAL MEETINGS

- 8 1 A meeting may be called at any time by the Trustees and must be called within 28 clear days of a written request from at least one third of the Members. Meetings are called on at least 14 clear days' written notice specifying the business to be discussed or shorter notice if it is so agreed by at least 90% of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.
- 8 2 Members are entitled to attend meetings either personally, (in the case of a Member organisation) by an authorised representative, by proxy or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting
- 8 3 There is a quorum at a meeting if the number of Members present in person or by proxy is at least two or one third of the Members if greater. However, if, on incorporation, the Charity has only one member, that member in person or by proxy will be a quorum

- 8.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Member elected by those present presides at a meeting
- 8.5 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast
- 8.6 Every Member present in person or through an authorised representative or by proxy has one vote on each issue
- 8.7 A written resolution signed by a majority of those entitled to vote at a meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at that meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature required to reach the relevant majority
- 8.8 The Charity shall not be required to hold an AGM in any year

9. THE TRUSTEES

- 9.1 The Trustees as Charity Trustees have control of the Charity and its property and funds
- 9.2 The Trustees when complete consist of at least three and not more than twelve individuals, all of whom must be Members. If the number of Trustees shall fall below three, the remaining Trustees may act to appoint further Trustees as required. On incorporation, if and for so long as there shall be a sole Trustee, that trustee will be able to exercise all the Trustees' powers set out in these Articles and any provision regarding the number of Trustees which constitutes a quorum is modified accordingly
- 9.3 The subscribers to the Memorandum are the first Trustees. Subsequent Trustees are to be appointed by the Trustees for terms of four years¹
- 9.4 A Trustee who has served for two consecutive terms of four years may not be reappointed for a third consecutive term but may be reappointed after an interval of at least four years¹
- 9.5 Every Trustee (other than the subscribers to the Memorandum) after appointment must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she may vote at any meeting of the Trustees
- 9.6 A Trustee's term of office automatically terminates if he or she.

¹ Amended 24 January 2017

- 9.6 1 ceases to be a Member in accordance with articles 7 3 2 to 7.3 4,
- 9.6 2 is disqualified under the Charities Acts from acting as a Charity Trustee or is prohibited by law from being a director of a company,
- 9 6 3 is, in the opinion of the other Trustees, at any time incapable, whether mentally or physically, of managing his or her own affairs,
- 9 6 4 is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign,
- 9 6 5 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming Membership of the Charity),
- 9 6 6 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office), or
- 9 6 7 is removed by resolution of the Members present and voting at a general meeting (but only if at least two Trustees will remain in office) after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views, or
- 9 6 8 is removed or resigns in accordance with article 14 below,
- 9 6 9 has reached the end of two consecutive terms of four years served after the date of adoption of these Articles in accordance with article 9 4 (except where the operation of this article would leave the Charity with fewer than three Trustees, in which case the relevant Trustees may remain in post for the purposes of appointing replacement Trustees or calling a general meeting only)²

9 7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

10. TRUSTEES' PROCEEDINGS

- 10 1 The Trustees must hold at least three meetings each year
- 10 2 A quorum at a meeting of the Trustees is two or one third of the Trustees if greater, save where Article 9.2 applies and the Charity has only one Trustee (on incorporation only), that trustee shall be a quorum

² Amended 24 January 2017

- 10 3 A meeting of the Trustees may be held either in person or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants
- 10 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 10 5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by a majority of the Trustees is as valid as a resolution passed at a meeting For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 10 6 Except for the Chairman of the meeting, who has a casting vote, every Trustee has one vote on each issue
- 10 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

11. TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity

- 11 1 to appoint (and remove) any person, who may, or may not, be a Member and a Trustee, to act as Secretary in accordance with the Companies Acts,
- 11 2 to appoint a Chairman, Treasurer and other honorary officers from among their number,
- 11 3 to delegate any of their functions to committees consisting of two or more individuals appointed by them At least one member of every committee must be a Trustee and all proceedings of committees must be reported regularly to the Trustees,
- 11 4 to make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy,
- 11 5 to make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees,

- 11 6 to make regulations consistent with the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any),
- 11 7 to establish procedures to assist the resolution of disputes or differences within the Charity,
- 11 8 to exercise any powers of the Charity which are not reserved to a meeting of the Members

12. BENEFITS TO MEMBERS AND TRUSTEES

- 12 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members, but Members may
 - 12 1 1 be paid interest at a reasonable rate on money lent to the Charity,
 - 12 1 2 be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity, and
 - 12 1 3 if they are also beneficiaries, receive charitable benefits in that capacity
- 12 2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except
 - 12 2 1 as mentioned in articles 6 19 (Indemnity Insurance), 12 1 (interest), 12 1 2 (rent), 12 1 3 (charitable benefits) or 12 3 (contractual payments),
 - 12 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company,
 - 12 2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings),
 - 12.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding, and
 - 12 2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 12 3 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to

supply goods or services in return for a payment or other Material Benefit if

12 3 1 the goods or services are actually required by the Charity,

12 3 2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in article 12 5, and

12 3 3 no more than one half of the Trustees are interested in such a contract in any financial year

12 4 Whenever a Trustee has a personal interest in a matter falling within articles 12 1, 12 2 or 12 3 which is to be discussed at a meeting of the Trustees or a committee, he or she must comply with the procedure in article 12 5

12 5 Where this article applies, a Trustee must

12 5 1 declare an interest before the meeting or at the meeting before discussion begins on the matter,

12 5 2 be absent from the meeting for that item unless expressly invited to remain in order to provide information,

12 5 3 not be counted in the quorum for that part of the meeting, and

12 5 4 have no vote on the matter and be absent during the vote if so requested by the other Trustees

12 6 This article may not be amended without the written consent of the Commission in advance

13. CONFLICTS OF INTEREST

13 1 Trustees must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Trustees or a committee, a Conflicted Trustee must comply with the procedure set out in article 12 5

13 2 Subject to article 11, if a Conflict of Interest matter is proposed to the Trustees, the Unconflicted Trustees may agree to

13 2 1 authorise that matter, or

13 2 2 authorise a Conflicted Trustee to act in their ordinary capacity as a Trustee and carry out all their duties and powers as a Trustee in relation to that matter

- 13 3 Where the Unconflicted Trustees consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Trustee must comply with the procedure set out in article 12.5

14. AVOIDING CONTROLLED COMPANY STATUS

- 14.1 Notwithstanding the number of Members from time to time, the maximum aggregate number of votes exercisable by Local Authority Associated Persons shall never exceed 50% of the total number of votes exercisable by Members in general meeting and the votes of the other Members having a right to vote at the meeting will be increased on a pro-rata basis
- 14.2 No person who is a Local Authority Associated Person may be appointed as a Trustee if, once the appointment had taken effect, the number of Trustees who are Local Authority Associated Persons would represent 50% or more of the total number of Trustees Upon any resolution put to the Trustees, the maximum aggregate number of votes exercisable by any Trustees who are Local Authority Associated Persons shall represent a maximum of 50% of the total number of votes cast by the Trustees on such a resolution and the votes of the other Trustees having a right to vote at the meeting will be increased on a pro-rata basis
- 14 3 No person who is a Local Authority Associated Person is eligible to be appointed to the office of Trustee unless his appointment to such office is authorised by the local authority to which he is associated
- 14 4 If at the time of either his becoming a Member of the Charity or his first appointment to office as a Trustee any Member or Trustee was not a Local Authority Associated Person but later becomes so during his membership or tenure as a Trustee he shall be deemed to have immediately resigned his membership and/or resigned from his office as a Trustee as the case may be
- 14 5 If at any time the number of Trustees or Members who are also Local Authority Associated Persons would (but for Articles 14 1 to 14 4 inclusive) represent 50% or more of the total number of Trustees or Members (as the case may be) then a sufficient number of the Trustees or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned as Trustees or Members (as the case may be) immediately before the occurrence of such an event to ensure that at all times the number of such Trustees or Members (as the case may be) is never equal to or greater than 50% of the total number of Trustees or Members (as the case may be) Trustees or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned in order of their appointment date, the most recently appointed resigning first

- 14 6 The Members will each notify the Charity and each other if at any time they believe that the Charity or any of its subsidiaries has become subject to the control or influence of a local authority (as described in sections 68 and 69 of the Local Government and Housing Act 1989 or any laws repealing or replacing those sections from time to time)

15. RECORDS AND ACCOUNTS

- 15 1 The Trustees must comply with the requirements of the Companies Act and of the Charities Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

15 1 1 annual returns,

15.1 2 annual reports, and

15.1 3 annual statements of account.

- 15.2 The Trustees must keep proper records of

15 2 1 all proceedings at Member meetings,

15 2 2 all proceedings at meetings of the Trustees,

15 2 3 all reports of committees, and

15.2 4 all professional advice obtained

- 15 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours

- 15 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs

16. NOTICES

- 16 1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or any journal distributed by the Charity

- 16 2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members

- 16 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 16 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - 16 3 2 two clear days after being sent by first class post to that address,
 - 16 3 3 three clear days after being sent by second class or overseas post to that address,
 - 16 3 4 on the date of publication of a newspaper containing the notice,
 - 16 3 5 on being handed to the Member personally, or, if earlier,
 - 16 3 6 as soon as the Member acknowledges actual receipt
- 16 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

17. DISSOLUTION

- 17 1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways
- 17 1 1 by transferred to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
 - 17 1 2 directly for the Objects or for charitable purposes which are within or similar to the Objects,
 - 17 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance
- 17 2 A final report and statement of account must be sent to the Commission

18. INTERPRETATION

In the Memorandum and in the Articles, unless the context indicates another meaning

‘AGM’ means an annual general meeting of the Charity,

‘the Articles’ means the Charity’s articles of association,

'Chairman' means the chairman of the Trustees,

'the Charity' means the company governed by the Articles,

'the Charities Act' means the Charities Act 1993 (as amended),

'the Charities Acts' means the Charities Act 1993 (as amended) and the Charities Act 2006,

'Charity Trustee' has the meaning prescribed by section 97(1) of the Charities Act,

'clear day' means 24 hours from midnight following the relevant event,

'the Commission' means the Charity Commission for England and Wales,

'the Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006),

'Conflict of Interest' includes a conflict of interest and duty and a conflict of duties,

'Conflicted Trustee' means any Trustee who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees,

'Connected Person' means any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any Firm of which a Trustee is a Member, director, employee or shareholder having a beneficial interest in more than 1 per cent of the capital,

'Custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them,

'Financial Expert' means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,

'financial year' means the Charity's financial year,

'Firm' includes a limited liability partnership and company,

'Indemnity Insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

'Local Authority Associated Person' means any person associated with any local authority within the meaning given in sections 68 and/or 69 of the Local Government and Housing Act 1989 or any laws repealing or replacing those sections from time to time,

'Material Benefit' means a benefit which may not be financial but has a monetary value,

'Member' and 'Membership' refer to company Membership of the Charity,

'Memorandum' means the Charity's Memorandum of Association,

'Model Articles' means the model articles contained in Schedule 2 of the Companies (Model Articles) Regulations 2008,

'month' means calendar month,

'Nominee Company' means a corporate body registered or having an established place of business in England and Wales,

'the Objects' means the Objects of the Charity as defined in article 5,

'Secretary' means the company secretary of the Charity,

'Taxable Trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,

'Trustee' means a director of the Charity and 'Trustees' means the directors,

'Unconflicted Trustee' means any Trustee who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees,

'written' or 'in writing' refers to a legible document on paper including a fax message or in electronic format,

'year' means calendar year

18 1 Expressions defined in the Companies Acts have the same meaning

18 2 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it