

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

ARTICLES OF ASSOCIATION
OF
BRITISH TAEKWONDO COUNCIL
Company Number 07428946

Amended 27th September 2023

INTRODUCTION

1. Interpretation

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

Act: means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;

Articles: means the Company's Articles of Association for the time being in force;

Basic Members: such groups of persons as are admitted to “**Basic Membership**” in accordance with these Articles;

Board: the Board of Directors of the Company, and includes any person occupying the position of Director, by whatever name called; the members of which are the Directors of the Company for the purposes of the Act;

BTC: means the Company, British Taekwondo Council;

BTC Membership: means an organisation or group (“**Member Organisation**”) that is currently subscribed to the membership of the BTC;

Chairperson: the Chairperson of the Board;

Chief Operating Officer (COO): the Chief Operating Officer of the Company from time to time, a position that may also be held by the Chief Executive Officer (from time to time);

Club Members: such groups of persons as are admitted to “**Club Membership**” in accordance with these Articles;

Competition Rules: the competition rules as laid down by the Board and including the international rules of competition and eligibility established by relevant international bodies;

Conflict of Interest: means a situation in which a Director (“**Interested Director**”) has or can have, a direct or indirect interest that conflicts or possibly may conflict or is perceived to be a conflict, with the interests of the Company;

Director; means a Director of the Company, and includes any person occupying the position of director, by whatever name called;

Disciplines of Taekwondo: all disciplines of Taekwondo the principal ones being:

- i Sparring
- ii Patterns
- iii Power
- iv Traditional Sparring

Electronic form: the meaning of electronic copy given in section 1168 of the Companies Act 2006;

Eligible Director: means a Director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict of Interest, any Director whose vote is not to be counted in respect of the particular matter);

Full Members: such organisations admitted to “**Full Membership**” in accordance with these Articles;

General Meeting: an Annual General Meeting “**AGM**” or Extraordinary General meeting “**EGM**” of the Company;

Hard copy form: the meaning of hard copy given in section 1168 of the Companies Act 2006;

Licence Holders: such persons as are issued with “**Individual Membership**” in accordance with these Articles;

Management Services Committee: A committee that reports to the Board periodically on the activities of the BTC Membership, albeit not a sub-committee of the Board;

Member or Members: has the meaning given in section 112 of the Companies Act 2006;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229).

Observer: An individual who is permitted to attend and participate in meetings of the Board of Directors and to receive all information provided to members of the Board (including minutes of board meetings), but who is not permitted to formally vote on matters submitted for a vote. Observers are not formal members of the Board of Directors and do not owe fiduciary duties to the Company. However, an Observer has the same confidentiality obligations as members of the Board.

Ordinary Resolution: has the meaning given in section 282 of the Companies Act 2006;

Provisional Members: such persons as are admitted to Provisional Membership in accordance with these Articles;

Secretary: has the meaning of the role of Company Secretary undertaken by an individual from time to time even though there is no formal Company Secretary recorded at Companies House;

Special Resolution: has the meaning given in section 283 of the Companies Act 2006;

The United Kingdom: the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Gibraltar and such other British Overseas Territories coming under the Company's remit from time to time;

Website: the Company's website, which may be accessed at www.tkdouncil.com or such other successor website as is notified from time to time.

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 hard copy, in Electronic Form or otherwise.

1.2. Unless the context otherwise requires words and expressions contained in these Articles bear the same meaning as in the Act, but excluding any statutory modification not in force when these Articles became binding on the Company.

1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4. A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- i any subordinate legislation from time to time made under it; and
- ii any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6. Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7. In these Articles any words importing the singular shall include the plural and vice-versa, and any words importing the masculine shall include the feminine and vice-versa.

1.8. Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.

2. Liability of Members of the Company

2.1. The liability of each member is limited to £1 (one Great British Pound), being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up whilst they are a member or within one year after they cease to be a member, for payment of the Company's debts and liabilities contracted before they cease to be a member, payment of the costs, charges and expenses of winding up, and adjustment of the rights of the contributories among themselves.

2.2. Resignation from the Company by a Member shall not affect any liability of such Member arising prior to the date of such resignation.

3. Membership of the Company

3.1. The Secretary is responsible for maintaining a current list of members of the Company and their contact details (the "**Register of Members**").

3.2. Any Director elected to office shall automatically be afforded membership of the Company and recorded in the Register of Members, in accordance with section 112 of the Companies Act 2006.

3.3. Any Director terminated or retired from office shall automatically be removed as a member from the Register of Members.

4. Objects

4.1. The objects for which the Company is established are to act as the National Governing Body ("**NGB**") for Taekwondo in the United Kingdom and as such:

- i Promote the martial art, sport, study and practice of Taekwondo in the United Kingdom.
- ii Organise, regulate and control the martial art, sport, study and practice of Taekwondo in the United Kingdom.
- iii To assist, co-operate with and support Member Organisations in both national and any international affiliations they may have.
- iv Act as an advisory body on all matters appertaining to the sport and practice of Taekwondo, through liaison with statutory and voluntary bodies, news media and relevant parties.
- v Do all such other things as are incidental or conducive to the furtherance of the objects of the British Taekwondo Council.
- vi To develop broad strategy for performance, development and competition throughout the United Kingdom;

- vii To develop programmes for Taekwondo and support transition from other sports throughout the United Kingdom in accordance with policies developed by the Company;
- viii To establish and be responsible for the maintenance of:
 - a) common rules for competition (the enforcement of which shall be by British Taekwondo Council); and
 - b) an anti-doping policy (the enforcement of which shall be by the Company);
- ix To secure, as far as practicable, a uniform policy in all matters affecting the administration and development of Taekwondo in the United Kingdom and to that end to set out the respective roles and functions of the Company;
- x To monitor the governance of all members involved in the implementation and delivery of programmes and strategies developed by the Company;
- xi To develop, lead and assist in commercial, marketing and public relations policies and activities for Taekwondo in the United Kingdom;
- xii To develop and nurture relationships between the Company and the United Kingdom and Devolved Administrations' Sports Councils, British Taekwondo ("**BT**"), GB Taekwondo, Disability Groups and any relevant Government Departments;
- xiii To co-ordinate fixtures across the United Kingdom where applicable;
- xiv To oversee the selection and co-ordination of officials for United Kingdom BTC Taekwondo events;
- xv To select and co-ordinate teams to represent the United Kingdom if called upon; and
- xvi To act (if the Board so decides) as the final arbiter in relation to disputes referred to the Company.

4.2. The Company limited by guarantee, and the income and property of the Company shall be applied solely towards the promotion of its objects as set forth herein.

4.3. In furtherance of the above objects in article 4.1 (but not further or otherwise) the Company shall have the following powers:

- i To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the United Kingdom, and to construct, maintain and alter buildings or erections;
- ii To sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law;

- iii To execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;
- iv To borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit subject to such consents as may be required by law;
- v To accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Company;
- vi To print or publish any newspapers, periodicals, books, articles or leaflets;
- vii To raise funds and organise appeals and invite and receive contributions by way of subscription, donation and otherwise;
- viii To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- ix To invest monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- x To make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any trusts, clubs, or associations or institutions which are for the benefit of Taekwondo in the United Kingdom or any part thereof;
- xi To engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee, to supervise, organise, carry on the work of and/or advise the Company;
- xii Subject to the provisions of article 4.2 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependents;
- xiii To collaborate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Company or which are for the benefit of Taekwondo in the United Kingdom;
- xiv To pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- xv To do all such other lawful things as will further the attainment of the objects of the Company or any of them.

5. Dissolution of the Company

- 5.1. A resolution to dissolve the Company shall require notice to be sent to the Chairperson at least 42 (forty-two) days before a General Meeting at which the proposed dissolution is to be discussed, stating the terms of the proposed dissolution and the reasons for it.
- 5.2. At least 28 (twenty-eight) days notice of the proposed resolution shall be given in writing by the Chairperson to members of the Company.
- 5.3. A dissolution resolution shall require a majority representing 90% (ninety percent) or more of Members of the Company present and entitled to vote to be passed.
- 5.4. If, upon the winding up or dissolution of the Company, there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Company.
- 5.5. Such surplus property shall instead be given or transferred to some other institution or institutions:
 - i. having objects similar to the objects of the Company or which otherwise are for the benefit of Taekwondo in the United Kingdom or any part thereof; or
 - ii. which otherwise are for some philanthropic or charitable purpose, provided that such institution(s) prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of article 4.2 hereof. Such institution or institutions shall be determined by the Board at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Board for some other philanthropic or charitable purpose or purposes.

MEMBERSHIP OF THE BTC

6. The BTC has the following categories of membership bodies:

- i Full Members
- ii Provisional Members
- iii Basic Members
- iv Club Members

7. BTC Membership categories are as follows:

- i **International Taekwon-Do Federation (ITF)**
 - Pay ITF affiliation fees
 - Purchase ITF black belt certificates
 - Compete in ITF affiliated tournaments
- ii **Independent**
 - None of the above in i.

MEMBERSHIP CATEGORIES OF THE BTC, VOTING AND APPLICATION (APPENDIX C MEMBERSHIP OF BTC APPLICATION PROCESS)

8. MEMBERSHIP CATEGORIES OF THE BTC

Membership of the BTC shall be defined in the following categories:

i FULL MEMBERS of the BTC

Full members shall be any group which fulfil the following criteria.

A Full Member may appoint 1 (one) representative as a Director of the Board of the BTC and 1 (one) representative to attend the Membership Services Committee meetings.

Full member criteria:

- 1,000+ (in excess of one thousand) members (the number of students registered and insured to train in Taekwondo)
- Constitution, rules and regulations
- BTC joining fee*
- All club instructors to achieve BTC Registered Instructor accreditation within 6 (six) months
- All club instructors to be in possession of BTC Professional Indemnity Insurance within 1 (one) month of joining
- All members to be in possession of BTC member-to-member insurance within 1 (one) month of joining
- Appoint Safeguarding and Club Welfare officers in line with the BTC Safeguarding Policy

To maintain membership status annual membership figures should be no less than membership figures quoted, failure to make these figures in any given year will result in a review of membership status

Should the membership number fall below 250 (two hundred and fifty), the organisation will lose Basic Member status and be aligned with a Member Organisation in good standing with the BTC. In addition, unpaid or shortfall of fees will become due.

*BTC current fees as detailed on the BTC website. These include the BTC Joining fee, BTC Registered Instructor accreditation fee, Professional Indemnity and Member-to-Member insurance.

ii PROVISIONAL MEMBERS of the BTC

Provisional members shall be any group which fulfil the following criteria.

A Provisional Member may appoint one representative to attend Membership Services Committee meetings and an Observer to attend Board meetings.

Provisional Member criteria:

- 500+ (in excess of five hundred) members (the number of students registered and insured to train in Taekwondo)
- Constitution, rules and regulations
- BTC joining fee
- All club instructors to achieve BTC Registered Instructor accreditation within 6 (six) months

- All club instructors to be in possession of BTC Professional Indemnity Insurance within 1 (one) month of joining
- All members to be in possession of BTC member-to-member insurance within 1 (one) month of joining
- Appoint Safeguarding and Club Welfare officers in line with the BTC Safeguarding Policy

To maintain membership status annual membership figures should be no less than membership figures quoted, failure to make these figures in any given year will result in a review of membership status.

Should the membership number fall below 250 (two hundred and fifty), there is a possibility that the organisation will lose Basic Member status and be aligned with a Member Organisation in good standing with the BTC. In addition, unpaid or shortfall of fees will become due.

Provisional membership shall be granted under such terms and condition as Management Services Committee shall, at the time of the election of the provisional member, deem appropriate.

Provisional Members shall have no voting rights but shall be entitled to appoint 1 (one) representative to attend Management Services Committee meetings.

iii **BASIC MEMBERS of the BTC**

Basic members shall be any group which fulfil the following criteria.

A Basic Member may appoint one representative to attend Membership Services Committee meetings and represented at board meetings by an Executive lead.

Provisional member criteria:

- 250+ (in excess of two hundred and fifty) members (the number of students registered and insured to train in Taekwondo)
- Constitution, rules and regulations
- BTC joining fee
- All club instructors to achieve BTC Registered Instructor accreditation within 6 (six) months
- All club instructors to be in possession of BTC Professional Indemnity Insurance within 1 (one) month of joining
- All members to be in possession of BTC member-to-member insurance within 1 (one) month of joining
- Appoint Safeguarding and Club Welfare officers in line with the BTC Safeguarding Policy

To maintain membership status annual membership figures should be no less than membership figures quoted, failure to make these figures in any given year will result in a review of membership status and the possibility, should their number fall below 250 (two hundred and fifty), lose Basic Member status and be aligned with a Member Organisation in good standing with the BTC. In addition, unpaid or shortfall of fees will become due.

iv **CLUB MEMBERS of the BTC**

Club members shall be any group which fulfil the following criteria.

A Club Member will be represented at Board meetings by an Executive lead.

Club member criteria:

- 1-250 (between one and two hundred and fifty) members (the number of students registered and insured to train in Taekwondo)
- Constitution, rules and regulations
- BTC joining fee
- All club instructors to achieve BTC Registered Instructor accreditation within 6 months
- All club instructors to be in possession of BTC Professional Indemnity Insurance within one month of joining
- All members to be in possession of BTC member-to-member insurance within 1 (one) month of joining
- Appoint Safeguarding and Club Welfare officers in line with the BTC Safeguarding Policy

To maintain membership status, monthly membership figures must be submitted which will result in a review of membership status and the possibility, should their number increase above 250 (two hundred and fifty), Basic Member status will be applied.

9. LICENCE HOLDERS of the BTC

9.1. Licence holders shall be persons in current membership of a Full, Provisional, Basic or Club member of the British Taekwondo Council.

9.2. Individual licence holders shall have no voting rights and shall not be entitled in that capacity to attend Board meetings.

10. RESIGNATION from the MEMBERSHIP of the BTC

10.1. Any member may resign at any time by giving at least 1 (one) months' notice in hard or electronic copy form to the Company.

10.2. Upon resignation the rights and obligations of Members of the BTC are not transferable.

10.3. Every corporation and unincorporated association which is admitted to Membership of the BTC may exercise such powers as are prescribed by section 323 of the Act.

10.3.1. It shall be the duty of the Board if at any time it shall be of the opinion that the interests of the Company so require, by notice in hard copy form sent by prepaid post to a Member's address to that Member to request that Member to withdraw from Membership within a time specified in such notice.

10.3.2. No such notice shall be sent except on a vote of the majority of the Board present and voting, which majority shall include one half of the total number of the Board for the time being.

10.4. If, on the expiry of the time specified in such notice, the Member concerned has not withdrawn from Membership of the BTC by submitting written notice of its resignation, or if at any time after receipt of the notice requesting it to withdraw from Membership, the Member concerned shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board.

10.4.1. The Board and the Member whose expulsion is under consideration shall be given at least 14 (fourteen) days' notice of the meeting, and such notice shall specify the matter to be discussed.

10.4.2. The Member concerned shall at the meeting be entitled to present a statement in its defence either verbally or in hard copy form, and it shall not be required to

withdraw from Membership unless half of the Board present and voting shall, after receiving the statement in its defence, vote for its expulsion, or unless the Member concerned fails to attend the meeting without sufficient reason being given.

10.4.3. If such a vote is carried, or if the Member concerned shall fail to attend the meeting without sufficient reason being given, it shall thereupon cease to be a Member and its name shall be erased from the Register of Members.

GENERAL MEETINGS OF THE COMPANY

11. General Meetings

11.1. The Board shall hold a meeting in every calendar year as its Annual General Meeting (“**AGM**”) at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it.

11.1.1. Subject to article 11.4, only Board Members and invited Executive Officers along with other discretionary individuals may receive notice of, attend the AGM.

11.1.2. The AGM maybe in person or held remotely or in a hybrid form.

11.2. **The Annual General Meeting (“AGM”) shall be held for the following purposes:**

- i to approve the minutes of the previous AGM;
- ii to receive from the Board a full statement of account;
- iii to receive from the Board a report of the activities of the Company since the previous AGM;
- iv to transact such other business as may be brought before it at the sole discretion of the Board.

11.3. **The Company may convene and hold Extraordinary General Meetings (“EGM”)**

The Board shall convene such meetings as and when required with 7 (seven) days notice. The notice shall specify the place, the day and the hour of the meeting, and the business to be transacted at that meeting, and shall be given to all Directors.

11.4. **Annual General Meetings and extraordinary general meetings**

Shall be called by at least 14 (fourteen) days notice. The notice shall specify the place, the day and the hour of the meeting, and the business to be transacted at that meeting, and shall be given to all Directors.

11.5. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting.

11.6. **Adjournments**

11.6.1. If the persons attending a general meeting within 30 (thirty) minutes 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 Chairperson of the meeting must adjourn it.

11.6.2. The Chairperson of the meeting may adjourn a General Meeting at which a quorum is present if -

- i the meeting consents to an adjournment, or
 - ii it appears to the Chairperson 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.
- 11.6.3. The Chairperson of the meeting must adjourn a General Meeting if directed to do so by the meeting.
- 11.6.4. When adjourning a general meeting, the Chairperson of the meeting must:
- i 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
 - ii have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 11.6.5. If the continuation of an adjourned meeting is to take place more than 14 (fourteen) days after it was adjourned, the Company must give at least 7 (seven) days notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- i to the same persons to whom notice of the Company's general meetings is required to be given, and
 - ii containing the same information which such notice is required to contain.
- 11.6.6. 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.

PROCEEDINGS AT GENERAL BOARD MEETINGS

12. Quorum

- 12.1. The quorum for a General Meeting shall be 5 (five) natural persons, including 1 (one) Independent Non-Executive Director.
- 12.2. No business other than the appointment of the Chairperson of the meeting is to be transacted at a General Meeting (being an Annual General Meeting or an Extraordinary General Meeting) unless a quorum is present when the meeting proceeds to business.

13. Attendance

- 13.1. 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.
- 13.2. A person is able to exercise the right to vote at a General Meeting when:
- i that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- ii. 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.
- 13.3. The Directors may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.
- 13.4. In determining attendance at a General Meeting, it is immaterial whether any 2 (two) or more members attending it are in the same place as each other.
- 13.5. 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.

14. Chairing General Meetings:

- 14.1. The Chairperson shall chair General Meetings if present and willing to do so.
- 14.2. If the Chairperson is unwilling to chair the meeting or is not present within 10 (ten) minutes of the time at which a meeting was due to start:
- i. the Directors present; or
 - ii. (if no directors are present), the General Meeting, must appoint a director or member to chair the meeting, and the appointment of the Chairperson of the meeting must be the first business of the meeting.
- 14.3. The person chairing a meeting in accordance with this article is referred to as "the Chairperson of the Meeting".

15. Attendance and Speaking at General Meetings

- 15.1. Directors may attend and speak at a General Meeting, whether or not they are members.
- 15.2. The Chairperson of the meeting may permit other persons who are not members of the Company to attend and speak at a General Meeting.
- 15.3. 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 General Meeting.
- 15.4. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by the Full Members present in person or by proxy and entitled to vote, unless a poll is, before or upon the declaration of the result by the show of hands, demanded by the Chairperson of the meeting or by at least 1 (one) Full Member present in person or by proxy.

- 15.5. A declaration by the Chairperson of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
- 15.6. In determining attendance at a General Meeting, it is immaterial whether any 2 (two) or more members attending it are in the same place as each other.
- 15.7. 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.

16. Voting & Record Keeping: General Provisions

- 16.1. Each Full Board member shall have 1 (one) vote at such a Meeting.
- 16.2. 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.
- 16.3. All resolutions shall be decided by simple majority, except for a resolution:
 - i. to remove a Director; or
 - ii. to wind-up the Club
which shall be by special resolution requiring a 75% (seventy-five percent) and 90% (ninety percent) majority respectively.
- 16.4. The Chairperson of the Meeting shall not vote unless there is a tied vote, in which case he may exercise a casting vote.
- 16.5. The Company Secretary shall keep the minutes of the General Meeting and record all proceedings and resolutions which shall be entered in books provided for the purpose. A Director shall check and sign the entries which shall thereupon be deemed as sufficient evidence of the proceedings and resolutions, and that the meeting was properly conducted in accordance with these Articles and law, unless the contrary is proved.

17. Errors and disputes

- 17.1. 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.

- 17.2. Any such objection must be referred to the Chairperson of the meeting whose decision is final.

18. Poll Votes

- 18.1. A poll on a resolution may be demanded:

- i. in advance of the General Meeting where it is to be put to the vote; or
- ii. 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.

- 18.2. A poll may be demanded by:

- i. the Chairperson of the Meeting;
- ii. the Directors;
- iii. 2 (two) or more persons having the right to vote on the resolution; or
- iv. 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.

- 18.3. A demand for a poll may be withdrawn if;

- i. the poll has not yet been taken, and
- ii. the Chairperson of the Meeting consents to the withdrawal.

- 18.4. Polls must be taken immediately and in such manner as the Chairperson of the Meeting directs.

19. Content of Proxy Notices

- 19.1. Proxies may only validly be appointed by a notice in writing (a “**Proxy Notice**”) which:

- i. states the name and address of the member appointing the proxy;
- ii. identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;

- iii. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - iv. is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 19.2. The company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 19.3. 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.
- 19.4. Unless a proxy notice indicates otherwise, it must be treated as:
- i allowing the person appointed under its discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - ii 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.

20. Delivery of proxy notices

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.

21. Amendments to resolutions

- 21.1. 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.
- 21.2. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- i 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 (forty-eight) hours before the meeting is to take place (or such later time as the Chairperson of the meeting may determine) and
 - ii the proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.
- 21.3. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if the Chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.
- i. the Chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - ii. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

DIRECTORS

22. The number of Directors of the Board shall not be less than 5 (five) and unless and until varied by ordinary resolution of the Company shall no more than 15 (fifteen) but ideally be no more than 12 (twelve).

23. Appointment of Board Directors;

23.1 any person who is willing to be appointed as a Director of Company (including for the avoidance of doubt the Chief Operating Officer) may be appointed by:

- i. an ordinary resolution of the Members; or
- ii. an ordinary resolution of the Board

23.2 Any Non-Executive Director appointed shall remain in office until the next Annual General Meeting of the Company at which time their appointment will be required to be approved by ordinary resolution of the Members. In the absence of a resolution duly passed at that meeting, the Non-Executive director in question will be automatically removed from office.

24. The Board of Directors shall comprise as a minimum:

- i The following non-executive directors:
 - a) the Chairperson, who shall be an Independent Non-Executive Director;

- b) 2 (two) Independent Non-Executive which include those with appropriate financial and legal knowledge;
- c) A Non-Executive Governance & Compliance Director;
- d) Elected representatives from the Full Member organisations as non-executive directors with specialist knowledge and experience of Taekwondo club development, grassroots sport and member engagement; and

ii The following executive officers:

- a) 2 (two) executive officers with specialist knowledge and experience of Safeguarding, Taekwondo-specific national programmes and business management.
- b) The Chief Operating Officer (COO) of the Company from time to time for the duration of the office who shall, subject to approval of the use of the title by an ordinary resolution of the Members at the first Annual General Meeting of the Company following their appointment as Chief Operating Officer.

25. Skills Composition of the Board of Directors

- 25.1 The Chief Operating Officer of the Company and the Chairperson of the Company may not be the same person.
- 25.2 One of the Independent Non-Executive Directors, other than the Chairperson of the Company, shall also be appointed as a Senior Independent Director with additional responsibilities as defined by the Code for Sports Governance (as varies from time-to-time) where possible, otherwise a Director (who is not a Nominated Director) with the appropriate skills in governance.
- 25.3 All Board appointments must be based on a skills assessment.
- 25.4 The Company may permit:
 - i. One or more observers from stakeholder partners or invited guests to attend board meetings at the full discretion of the Board.
 - ii. Observers may contribute to the meeting when invited by the Chairperson but carry no voting rights and may be required to leave the meeting if requested when voting on matters occur.
- 25.5 The Board shall endeavour to ensure that:
 - i not less than 25% (twenty-five percent) of the Board is constituted of Independent Non-Executive Directors;

- ii it is committed to diversity in the board membership and Senior Leadership Team, promoting the inclusion of amongst others; female, disabled, diverse ethnic groups, LGBTQ+, older and state educated members;
- iii if practicable, the Chairperson shall be independent (in which case they will count within the 25% (twenty-five percent) figure referred to at sub-paragraph (i) above; and
- iv Non-Executive Director vacancies on the Board are advertised internally, Independent Non-Executive Director vacancies are advertised externally.

26. Term of Office

- 26.1 Each Director,(other than the Chief Operating Officer and other executive officers) shall serve for an initial term expiring on the date of the 3rd (third) Annual General Meeting after the date of their appointment.
- 26.2 Upon the expiry of this initial term, the relevant Director shall be eligible for re-appointment for a further term of 4 (four) years, i.e. constituting 2 (two) terms in aggregate (9 (nine) years maximum to facilitate induction of new Director).
- 26.3 After completing the maximum of 2 (two) consecutive terms, a Director shall not be eligible for re-appointment until 4 (four) years has elapsed. In the event a Director is:
- i Subsequently appointed as the Chairperson following a period of service as a Director on the Board; or
 - ii Appointed to a senior position within their sport's international federation while serving as a Director;
- that Director may continue to serve on the Board for the period of such appointment, subject to a maximum term of 12 (twelve) years on the Board inclusive of their term prior to such appointment.

DISQUALIFICATION OF THE MEMBERS OF THE BOARD

27. A person ceases to be a director as soon as that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- i. a bankruptcy order is made against that person;
 - ii. a composition is made with that person's creditors generally in satisfaction of that person's debts;

- iii. a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than 3 (three) months;
- iv. notification is received by the company from the director that the director is resigning from office and such resignation has taken effect in accordance with its terms; or
- v. the Board resolve, in its reasonable opinion, that that person is not a fit and proper person to be a director of the Company; or
- vi. the Director representing a Full Member organisation ceases to be a member of that organisation.

28. Attendance at Board Meetings

- 28.1 Unless the Board resolves otherwise any member of the Board who shall, without sufficient reason, absent themselves from 3 (three) consecutive meetings of the Board, will be understood to have resigned their position as a member of the Board and the Board shall be entitled to appoint another member of the Board in their place pursuant to article 8 .
- 28.2 In the event of a deemed resignation, the Board of Directors may consider the underlying reasons presented by the Director and consider whether this deemed resignation is disregarded.

POWERS OF THE BOARD OF DIRECTORS

29. Management of the Company

The directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

30. Powers of the Board of Directors (the "Board")

- 30.1 The business and affairs of the Company shall be managed by the Board.
- 30.2 The Board may authorise payment all expenses preliminary and incidental to the promotion of the Company's objects as they think fit.
- 30.3 The Board shall exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company.
- 30.4 The Board may not do any act that by the Act, these Articles or by regulation prescribed by the Company by Special Resolution:

- i is prohibited or
 - ii is required to be exercised or done by the Company in general meeting.
- 30.5 No regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- 30.6 The Board may act notwithstanding any vacancy in its body.
- 30.7 If the Board shall at any time consist of less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Board for the purpose of admitting persons to Membership of the Company, or summoning a general meeting, but not for any other purpose.

31. **Matters reserved for Board Consent** are confirmed as;

- 31.1 Alter or vary in any respect the Company's (or any of the Subsidiaries') Articles of Association.
- 31.2 Permit the registration of any person as a member of the Company.
- 31.3 Pass any resolution for the winding up of the Company or seek the appointment of an administrator in relation to the Company (unless it shall have become insolvent).
- 31.4 Sell, transfer or dispose of:
- i. any ordinary shares of the Company (or any of the Subsidiaries);
 - ii. all or a substantial part of the Company's (or any of the Subsidiaries') undertakings and/or assets, (including, for the avoidance of doubt, any Intellectual Property owned, held or used by the Company (or any of the Subsidiaries) and the licensing thereof);
or
 - iii. close down any business operation of the Company (or any of the Subsidiaries).
- 31.5 Acquire any Intellectual Property (including the entry into any trade mark licences).
- 31.6 Issue any loan capital by the Company or enter into any commitment with any person with respect to the issue of any loan capital by the Company.
- 31.7 Make or authorise any borrowings by the Company, including banking facilities.

- 31.8 Engage in any business other than the Business or substantially change the nature of the Business.
- 31.9 Form any subsidiary of the Company or permit the Company to acquire shares in any other company.
- 31.10 Amalgamate or merge the Company with any other company or business undertaking.
- 31.11 Permit the Company to enter into any transaction or arrangement of any nature whatsoever with any of the Members of the Company or its Directors or any person who is connected to any of its Members or Directors whether or not any other person shall be party to such transaction or arrangement other than where permitted by the Company's rules relating to discounted purchases.
- 31.12 Permit the Company to enter into any arrangement, contract or transaction outside the normal course of the Company's business or otherwise than on arm's length terms.
- 31.13 Permit the Company to enter into contracts which bear a disproportionately high level of risk to the Company.
- 31.14 Permit the Company to make any loan or grant any credit or give any guarantee, other than in the normal course of trading, or indemnity.
- 31.15 Increase or decrease the size of the Board other than where such decrease arises by a voluntary resignation.
- 31.16 Approve the Budget and business plan for each financial year of the Company.
- 31.17 Permit the Company to enter into any capital commitment (whether by way of hire purchase, purchase or lease) or contract which exceeds £5,000 (five thousand Great British Pounds).
- 31.18 Establish any bonus scheme in relation to the Directors or other incentive scheme for Directors and employees of the Company or vary any such scheme.
- 31.19 Appoint or remove any of the Company's employees who receives remuneration (including potential bonus schemes) in excess of £20,000 (twenty thousand Great British Pounds) or amend the terms of any such employee's employment (including their potential bonus terms).
- 31.20 Initiate or discontinue any litigation or arbitration proceedings brought by the Company in excess of £5,000 (five thousand Great British Pounds) other than in the normal course of debt collection proceedings.

- 31.21 Appoint or remove the Company's independent accountants or, except as required by the Act or applicable law, adopt or change any accounting principle or policy, in each case.

PROCEEDINGS OF THE BOARD OF DIRECTORS

32. The Board may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least four such meetings shall be held in each year

33. Calling a Directors' meeting:

- 33.1 Any Director may call a Board meeting by giving appropriate notice of the meeting to the directors.

- 33.2 Notice of any directors' meeting must indicate;

i.its proposed date and time;

ii.where it is to take place; and

iii.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.

- 33.3 Notice of a Directors' meeting must be given to each director, either in writing or by email.

- 33.4 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.

- 33.5 Questions arising at a meeting shall be decided by a majority of votes. Voting on any issue shall be by show of hands. Each member of the Board shall be entitled to 1 (one) vote. In the case of an equality of votes, however, the Chairperson of the meeting shall have a 2nd (second) or casting vote.

- 33.6 If the Chairperson is unwilling or unable to preside at a meeting of the Board or is not present within 10 (ten) minutes after the time appointed for the meeting, the members of the Board present may appoint 1 (one) of their number to be Chairperson of the meeting.

COMMITTEES

34. Directors may delegate:

34.1 Subject to the Articles, the directors may delegate, as they think fit, any of the powers which are conferred on them under the Articles:

- i. to such person or committee;
- ii. by such means (including by power of attorney);
- iii. to such an extent;
- iv. in relation to such matters or territories; and
- v. on such terms and conditions.

34.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

34.3 The directors may revoke any delegation in whole or part or alter its terms and conditions.

35. The Board shall have the power to form and maintain committees to focus on the principal areas and disciplines of Taekwondo.

36. Composition of Committees

36.1 Each committee shall be formed of at least 3 (three) members from Members and interested parties selected by the Board from time to time.

36.2 A sub-committee may co-opt additional members of the Club or external parties where appropriate to assist in carrying out any of the duties delegated to it.

37. The remit of each committee shall be set and amended from time to time by the Board.

37.1 The committees shall assist the Board in the furtherance of the Company's objectives, and, to that end, each committee shall report to the Board regularly and upon request as to their activities.

38. Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles that govern the taking of decisions by directors.

39. The Directors may make rules of procedure for all or any committees Such rules of procedure prevail over rules derived from the Articles if they are not consistent with them.

40. The committees may include:

- i the Audit and Risk committee
- ii the Nominations and Remuneration committee (of which the Chairperson of the board may be the Chairperson of the committee and the majority of the committee shall be independent non-executive directors)

iii Disciplinary Committee; and

iv any committees formed by the Board pursuant to the powers granted to it by article 34.

41. **All acts done bona fide by:**

i any meeting of the Board;

ii any committee; or

iii by any person acting as a member of the Board shall, even if afterwards it is discovered:

a) that there was some defect in the meeting or appointment or continuance in office of any such member of the Board or person acting as a member of the Board; or

b) that they or any of them were disqualified.

be as valid as if every such person had been duly appointed or had duly continued in office or as if there was no defect in the relevant meeting, so long as that act is made known to the Board as soon as reasonably practicable and stands unchallenged by them at the following Board meeting.

42. **Minutes**

42.1 The Board shall cause proper minutes to be made of all appointments of the Board and of the proceedings of all meetings of the Company and of the Board and of committees, and all business transacted at such meetings, and any such minutes of any meeting shall be put for approval to the following meeting of the Board or sub-committee.

42.2 Such approval shall be conclusive evidence of the facts therein stated.

43. **Written Resolution**

43.1 A written resolution **signed by all the members of the Board** for the time being or by all the members for the time being of any committee who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.

VIDEO CONFERENCE / TELEPHONE MEETINGS / MEETINGS BY E-MAIL

44. A member of the Board may participate in a **meeting** of the Board, or of a committee, by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting.

- 44.1 A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote.
- 44.2 Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairperson of the meeting is.
45. In the case of matters that are **urgent and non-contentious** or that only require the approval of the Board as a formality, members of the Board may convene and vote at a meeting by electronic mail. The outcomes of such votes shall be authoritative and shall be appended to the minutes of the previous meeting of the Board and shall be formally considered at the following meeting of the Board.

RECORDS OF DECISIONS TO BE KEPT

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

DIRECTORS' DISCRETION TO MAKE FURTHER RULES

47. Subject to the Articles the Directors may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

DIRECTORS' CONFLICTS OF INTEREST

48. **The Directors may** in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching their duty under section 175 of the Act to avoid conflicts of interest.

49. **Any authorisation under Article 64 shall be effective only if:**

- i to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration 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;
- ii the quorum required for consideration of the relevant matter is met without counting the Interested Director; and
- iii the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

50. **Any authorisation of a Conflict** under these Articles may (whether at the time of giving the authorisation or subsequently):

- i extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- ii provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- iii provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - iv impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - v provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - vi permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
51. Where the directors authorise a Conflict the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
52. The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
53. A director shall not by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
54. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- i may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - ii shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
 - iii shall be entitled to vote at a meeting of Directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - iv may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;

- v may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- vi shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they or a person connected with them (as defined in section 252 of the Act) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act

DIRECTORS REMUNERATION AND EXPENSES

55. Directors' remuneration:

- 55.1 Directors may undertake any services for the Company that the directors decide.
- 55.2 Directors are entitled to such remuneration as the directors determine:
 - i. for their services to the Company as Directors, and
 - ii. for any other service which they undertake for the Company.
- 55.3 Subject to the Articles, a director's remuneration may 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.
- 55.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 55.5 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.

56. Directors' expenses

- 56.1 The Company may pay any reasonable expenses which the directors incur wholly and exclusively in connection with their attendance at:
 - i. meetings of directors or committees of Directors,
 - ii. general meetings, or
 - iii. separate meetings of the holders of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

FINANCIAL ACCOUNTING AND RECORD KEEPING

57. Accounts and Finances Generally

- 57.1 The Company is non-profit making. The income and property of the Club, however derived, shall be applied solely towards the objectives of the Company.

- 57.2 All surplus income or profits shall be reinvested in the Company. No surpluses or assets will be distributed to members or third parties, except for donations by the Company and approved by the Board, to charities or to registered Community Amateur Sports Clubs.
- 57.3 Nothing in these Articles shall stop the Company from time to time holding capital reserves or accruing monies and/or property, howsoever comprised, for the purposes expressed in these Articles or for future reinvestment into the Company.
- 57.4 All monies received on behalf of the Company shall be lodged within 28 (twenty-eight) days of receipt in a bank account in the name of the Company.
- 57.5 The Directors and the Finance Director shall have power to authorise payments on behalf of the Company, of which any 2 (two) signatories shall be required; except in the case of electronic banking where the Finance Director has delegated authority to authorise payments on behalf of the Company and the transactions / audit trail is subsequently reviewed by a Director.
- 57.6 The financial year of the Company shall be 1st April to 31st March in each year.
- 57.7 At the end of the financial year the Finance Director shall complete the annual accounts and submit them for auditing by an independent examiner, who shall be a qualified accountant selected by the Board.
- 57.8 A Director shall submit the accounts and any other returns to Companies House with the appropriate fee required by the Act as from time to time in force.
- 57.9 The Board shall cause accounting records of the Company to be kept in accordance with the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered).
58. **Accounting records** shall be kept at the registered office of the Company or, subject to the Act, at such other place or places as the Board shall think fit and shall always be open to the inspection of the Board.
59. **Presentation of Accounts**
- 59.1 The Board shall lay before the Annual General Meeting of the Company a proper income and expenditure account for the period since the last preceding account together with a proper balance sheet made up as at the same date.
- 59.2 A balance sheet ("the Balance Sheet") must be made out in every year and laid before the Company in a General Meeting, made up to a date no more than 6 (six) months before such a General Meeting.
- 59.3 A copy of the Balance Sheet must be sent to, or made available to the membership entitled to receive Notices of General Meetings in the manner and time in which Notices are to be given pursuant to these articles, unless a change in accounting date does not practically allow this, in which case a draft must be presented in its place.
- 59.4 Every Account and Balance Sheet must be accompanied by a Report of the Directors and the Account, Report and Balance Sheet must be signed by two Directors where practical, otherwise by a single Director when filed at Companies House.

AUDIT

60. **At least once every year** the accounts of the Company shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors.
61. **External auditors shall be appointed** and their duties regulated in accordance with the Act. The appointment of the auditors shall be recommended by the Board and approved at the Annual General Meeting.

NOTICES AND COMMUNICATIONS

62. Subject to the Articles anything to be sent by or to the Company under the Articles may be sent in any way provided for by the Act and, additionally, any notice or document to be sent to a director by the Company may also be sent by any means by which that director has asked to be sent such notices or documents for the time being.
63. A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 (forty-eight) hours.
64. The Company may validly send or supply any document (including any notice) or information to a Member in hard copy form, electronic form or by making it available on the Website in accordance with and subject to the "company communication provisions" of the Act, but this Article does not affect any other provision in any relevant legislation or these Articles requiring notices or documents to be supplied or delivered in a particular way.
65. The following provisions shall apply in relation to documents (including notices) and information sent or supplied by the Company to a Member.
 - i Where a document or information (whether in hard copy form or electronic form) is delivered by hand, it is deemed to have been received by the intended recipient at the time it is handed to or left for the Members.
 - ii Where a document or information (whether in hard copy form or electronic form) is sent by post or courier, to an address in the United Kingdom, it is treated as being received by the intended recipient:
 - a) 48 (forty-eight) hours after it was posted, if first class post was used; or
 - b) 72 (seventy-two) hours after it was posted or given to the courier, if first class post was not used; provided that it was properly addressed and either put into the post system or given to the courier with postage or delivery paid.
 - iii Where a document or information is sent by fax or electronic mail, it is deemed to have been received by the intended recipient at the time it was sent provided that it was sent to the correct fax number or email address.
 - iv Where a document or information is sent by means of the website, it is deemed to have been received by the intended recipient when the material was first made available on the

Website or, if later, when the recipient received (or is deemed to have received) information that was available on the website.

- v Proof that a notice contained in a communication in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

RULES, REGULATIONS, STANDING ORDERS AND BYE-LAWS

66. Byelaws

66.1 The Board shall have the power to make, vary and revoke rules, regulations, mechanisms, standing orders and bye-laws for the better administration of the Company including (without limitation):

- i Competition Rules for BTC national events;
- ii rules for the selection of competitors to represent the United Kingdom in international matches and competitions;
- iii rules to combat doping in Taekwondo and to ensure compliance with national and international rules relating to doping control;
- iv mechanisms for co-ordinating the arrangement of and the date of fixtures of Taekwondo competitions/events;
- v mechanisms for co-ordinating the commercial activities of the sport of Taekwondo and any televising or broadcasting of Taekwondo competitions;
- vi regulations for the conduct of elections; and
- vii rules relating to discipline for Taekwondo participants or other appropriate persons.

67. Variation

These Articles may be amended by the Company at any time by special resolution passed at a duly convened General Meeting of the Company of which notice has been duly given which shall include particulars of the proposed variation.

68. Notices

68.1 Save for as specifically provided in these Article a Notice may be given by the Company to any member personally; by sending it by post in a prepaid envelope addressed to the member at their registered address; by email; or by posting on the Company's Website.

68.2 Where a Notice is:

- i served personally before 16:30 on a business day, it is served on that day; or in any other case, on the next business day after that day;
- ii sent by post, service of the Notice is deemed to be effected the second day after it was posted, left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day; or
- iii sent by email, if the email or other electronic transmission is sent on a business day before 16:30, on that day; or in any other case, on the next business day after the day on which it was sent provided that no failed transmission report was received by the sender.

INDEMNITY

69. Without prejudice to any indemnity to which a relevant director or officer is otherwise entitled:

- i each Relevant Director or officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant director or officer:
 - a) in the actual or purported execution and/or discharge of their duties, or in relation to them; and
 - b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), including (in each case) any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant director or officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- ii the Company may provide any relevant director or officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 71; and

- iii otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

70. The Company does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law and any such indemnity is limited accordingly.

71. Insurance

71.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director or officer in respect of any relevant loss.

71.2 Whereby, a Relevant Director means a Director or former Director of the Company or an associated company and 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 or any associated company.

71.3 Associated Companies and Subsidiaries

- i companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- ii a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant director or officer'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
- iii a "**relevant officer**" means any director or other officer or former director or other officer of the Company.

APPENDIX A

BRITISH TAEKWONDO COUNCIL

MEMBERSHIP TERMS & CONDITIONS / RULES & REGULATIONS

1. Although every Member Organisation is autonomous in their operation, the BTC do impose the following rules within their membership status;
2. Organisation representatives to the BTC must be of a stature that they represent the interest of their organisation and hold a mandate to vote on their behalf. Written confirmation on letter headed paper from the organisation stating representative status is required, then and only then will that representative be accepted at Board meetings.
3. Licences must be returned monthly regardless of numbers with the appropriate fee.
4. Dual membership is allowed in the BTC for the purpose of Olympic / International selections.
5. A group's rules & regulations must not conflict with the rules, regulations or aims of BTC.
6. All members must be insured via the BTC only.
7. Minimum age for a BTC instructor is 18 years of age.
8. All instructors must complete and renew periodically BTC Registered Instructor accreditation.
9. All instructors must hold Professional Indemnity Insurance via the BTC.
10. All Applicants must have no outstanding disputes financial or otherwise with an existing Member.
11. No Member organisation within the BTC shall refer to itself as a National Governing Body.
12. The BTC Transfer Policy governs movement from one organisation to another and this must be adhered to at all times.
13. All events organised by BTC Member Organisations will be for BTC members only, with the exception of international non-UK participants / competitors.
14. Directors, Officers and Committee Members of the BTC and Member Organisations of the BTC are not permitted to attend non-BTC national events in an official capacity.
15. Any BTC member organisation must not invite any non-BTC members to attend any of their events in an official capacity.
16. In the event of any instructor/ Member resigning or being expelled from their membership, their insurance will become invalid from that date.
17. BTC Member to Member insurance is for participation in BTC-authorized activities only.
18. Transferring from one organisation to another, all present membership and insurance will become invalid.
19. Independents. Any groups whose style is based on either WT or ITF but have no International Affiliation or recognition with these groups and have no intention of seeking this recognition. No reference either on any website or literature must be made to any of the International Bodies. No correspondence unless via the proper membership channels must be made to any of these bodies. Kukkiwon Certification and events are still available as a WT-style Independent.
20. ITF these are groups who have recognition with one of the recognised international bodies within the BTC.
21. All member organisations are held responsible for their instructor/members actions and will be held accountable should it be proven that any individual is in breach of the BTC Membership Rules and Regulations. Failure to act upon a directive from BTC could result in the member organisation being put into disciplinary procedure.

APPENDIX B

BRITISH TAEKWONDO COUNCIL

MEMBERSHIP APPLICATION PROCEDURE

On the application of an organisation to the BTC will be directed to Membership Services and then presented to the Board.

1. Membership Services will contact the applying organisation with their contact details and at that point informing the organisation of the requirements to join the BTC and that any further contact will be through Membership Services.
2. All correspondence between BTC Membership Services and the applying organisation should be by letter or email. Correspondence letters/email should always be time dated by BTC Membership Services.
3. At the following BTC Board meeting, Membership Services will present all the information about the applying organisation and any recommendations or objections can be raised at this time.
4. If the voting Members of the BTC Board have no objections they will accept the organisation or ask that the leader of the organisation attend the next meeting for further clarification.
5. On acceptance the new organisation has until the next BTC meeting to pay the appropriate fees. If the fees have not been paid by this time the application will be rejected
6. Applications from a group currently in membership of an existing Member Organisation will be referred to the Transfer Procedure.

LIST OF REQUIREMENTS

1. The name of the organisation and number of students within the organisation.
2. Chairperson/leader/president of applying organisation who should be IV Dan or above
3. Details of contact person
4. Submit their Constitution, which should not conflict with the BTC Constitution
5. List of instructors' grades and history

From the first contact point of the applying group to acceptance/rejection should be no longer than 6 (six) months.

APPENDIX C

BRITISH TAEKWONDO COUNCIL

TRANSFER PROCEDURE

1. Only Taekwondo “Schools” need follow transfer procedure. (A “**School**” is defined as students led by an Instructor in a regular venue.)
2. When a BTC Member Organisation is contacted about a potential transfer they must immediately inform the parent organisation by a recorded method, i.e. email.
3. If both organisations agree on the transfer then the transfer can proceed with both organisations informing Membership Services which will report this to the next BTC Board meeting and of any further action needed.
4. If both organisations do not agree on the transfer then a BTC Transfer form (appended below) must be completed and forwarded to Membership Services which will investigate and bring before the next BTC meeting for approval/rejection of the voting members. To reject the transfer there must be evidence of one or more of the following conditions:
 - An outstanding financial commitment;
 - Legal proceedings by one or both; and/or
 - return of equipment belonging to parent group.
5. All disputed transfers agreed by the BTC must have a cooling off period of 12 (twelve) months. The cooling off period commences on the date of the BTC meeting at which it was agreed.

BTC TRANSFER FORM

(to be completed by the Club Instructor)

Name:			
Association:		Resignation Date:	
Reason for Resignation:			
Membership of previous organisations:		Membership Dates:	
Organisation applied to:			
Declaration: I acknowledge that, by changing Association, my insurance is invalid.	Signature:		
	Date:		
Transfer Approved		Transfer Rejected	
BTC Meeting Date:		BTC Meeting Date:	
Confirmed:			
Board Representative:		Date:	

APPENDIX D

BRITISH TAEKWONDO COUNCIL

STATEMENT OF INTENT

PATHWAYS TO BECOME AN INTERNATIONAL TAEKWONDO REPRESENTATIVE IN NORTHERN IRELAND

To help create an inclusive sporting environment for all people involved within Taekwondo, the BTC will outline the pathways available for Taekwondo competitors within Northern Ireland to enable them to represent either Ireland or Team GB.

BTC (ITF/Independent stylists) will meet with other Taekwondo recognised bodies in the UK; British Taekwondo (BT), SCoT and Welsh Sports Association (WSA) to outline every route to participate internationally for Team GB through each of the home nations.

When a Taekwondo competitor wins a national championship this is when they may be offered the chance to compete internationally and so it is imperative at this point we make them aware of all international routes available to them and key considerations such as cost, accessibility, eligibility requirements and relevant international organisation's rules. The BTC will produce a leaflet to distribute to any Taekwondo competitor who enters a development squad so they can make an informed decision regarding their own Taekwondo career.