

The Companies Act 2006

Community Interest Company Limited by Guarantee

**Articles of Association of
WDO Community Interest Company**

(Updated 4th August 2021)

World Dance Organisation

The Companies Act 2006
Community Interest Company Limited by Guarantee
INDEX TO THE ARTICLES

INTERPRETATION

| | | |
|---|---------------|---|
| 1 | Defined Terms | 1 |
|---|---------------|---|

COMMUNITY AND INTEREST COMPANY AND ASSET LOCK 1

| | | |
|---|----------------------------|---|
| 2 | Community Interest Company | 1 |
| 3 | Asset Lock | 1 |
| 4 | Not for profit | 1 |

OBJECTS, POWERS AND LIMITATION OF LIABILITY 1~2

| | | |
|---|----------------------|---|
| 5 | Objects | 1 |
| 6 | Powers | 1 |
| 7 | Liability of Members | 2 |

DIRECTORS 2

DIRECTORS' POWERS AND RESPONSIBILITIES 2~4

| | | |
|----|------------------------------|-----|
| 8 | Directors' general authority | 2 |
| 9 | Members' reserve power | 2 |
| 10 | Chair | 2 |
| 11 | Directors may delegate | 2 |
| 12 | Committees | 3~4 |

DECISION-MAKING BY DIRECTORS 4~6

| | | |
|----|---|-----|
| 13 | Directors to take decisions collectively | 4 |
| 14 | Calling a Directors' meeting | 4 |
| 15 | Participation in Directors' meetings | 4~5 |
| 16 | Quorum for Directors' meetings | 5 |
| 17 | Chairing of Directors' meetings | 5 |
| 18 | Decision making at a meeting | 5 |
| 19 | Decisions without a meeting | 5 |
| 20 | Conflicts of interest | 6 |
| 21 | Directors' power to authorise a conflict of interest. | 6 |
| 22 | Register of Directors' interests | 6 |

APPOINTMENT AND RETIREMENT OF DIRECTORS 7~8

| | | |
|----|---------------------------------------|-----|
| 23 | Methods of appointing directors | 7 |
| 24 | Termination of Director's appointment | 7 |
| 25 | Directors' remuneration | 7~8 |

| | | |
|----|--|-------|
| 26 | Directors' expenses | 8 |
| | MEMBERS | 9 |
| | BECOMING AND CEASING TO BE A MEMBER | 8~10 |
| 27 | Becoming a member | 8~10 |
| 28 | Termination of membership | 10 |
| | ADVISERS | 10 |
| 29 | Becoming an adviser | 10 |
| 30 | Termination of adviser's role | 10 |
| | ORGANISATION OF GENERAL MEETINGS | 11~13 |
| 31 | General meetings. | 11 |
| 32 | Length of notice | 11 |
| 33 | Contents of notice | 11 |
| 34 | Service of notice | 11 |
| 35 | Attendance and speaking at general meetings | 11 |
| 36 | Quorum for general meetings | 11~12 |
| 37 | Chairing general meetings | 12 |
| 38 | Attendance and speaking by Directors and non-members | 12 |
| 39 | Adjournment | 12~13 |
| | VOTING AT GENERAL MEETINGS | 14~17 |
| 40 | Voting: General | 13 |
| 41 | Votes | 13~15 |
| 42 | Poll votes | 15~16 |
| 43 | Errors and disputes | 16 |
| 44 | Amendments to resolutions. | 16~17 |
| | WRITTEN RESOLUTIONS | 17 |
| 45 | Written resolutions | 17 |
| | ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS | 18~20 |
| 46 | Means of communication to be used | 18 |
| 47 | Irregularities | 18 |
| 48 | Minutes | 18 |
| 49 | Records and accounts | 18~19 |
| 50 | Indemnity | 19 |
| 51 | Insurance | 19 |
| 52 | Disciplinary Proceedings | 20 |
| | SCHEDULE | 21-23 |

The Companies Act 2006

Articles of Association of WDO Community Interest Company

INTERPRETATION

1. Defined Terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at end of the Articles.

COMMUNITY AND INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company of the World Dance Organisation (WDO).

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

(a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

(b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

4. Not for profit

The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to Dance Community.

6. Powers

To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

7. Liability of members

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

7.1 payment of the Company's debts and liabilities contracted before that person ceases to be a member;

7.2 payment of the costs, charges and expenses of winding up; and

7.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

9. Members' reserve power

9.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.

9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

10. Chair

The Directors may appoint one of their Board of Directors to be the chair of the Directors for a 3 year term of office. No Director should be a chair of Directors more than 2 consecutive terms.

11. Directors may delegate

11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

11.1.1 to such person or committee;

11.1.2 by such means (including by power of attorney);

11.1.3 to such an extent;

11.1.4 in relation to such matters or territories; and

11.1.5 on such terms and conditions;

as they think fit.

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

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

12. Committees

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

12.2 The Directors may make rules of procedures for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

12.3 Composition of the Committee:

(a) Committee shall be comprised from up to 7 members: Chair, Vice-Chair/Secretary, Past Chair and committee members;

(b) Chair of the Committee shall be a Director of the Company. Chair of the Committee shall be appointed for a term of three years and will serve as a Chair of the Committee only one consecutive term;

(c) Vice-Chair/Secretary of the Committee could be elected by Committee members or appointed by the Directors of the Company;

(d) At the discretion of the Directors, Vice-Chair/Secretary of the Committee could be appointed as a Chair of the Committee in a situation where Chair cannot fulfil their duties;

(e) Chair, Vice-Chair/Secretary and Past Chair form Committee's executive team which develops agenda for committee meetings, communicate with the Directors and other committees of the Company.

(f) Experts can be co-opted for a limited period of time subject to the approval of Directors.

12.3.1 Responsibilities of Committee's executive team:

(a) Chair of the Committee: facilitates work of the Committee, serves as a chairman of the Committee meetings, coordinates collaboration with the Board of Directors and other Committees, facilitates work of the Project Masters established by the Committee;

(b) Vice-Chair/Secretary: serves as a Secretary to the Committee and liaison to the Chair, facilitates Committee meetings in Chair's absence, prepares minutes of meetings and Committee agenda, may lead special initiatives and represent Committee in a special Project Masters of the Company. Vice-Chair can serve no more than two consecutive terms (term of office 2 years);

(c) Past-Chair: outgoing Chair of the Committee who acts as a liaison to Committee Chair to ensure smooth transition of leadership within the committee when the new Committee Chair is appointed. Past-Chair serves one term of three years.

12.3.2 Committee members:

Any person who is a Member of the Company and is willing to act as a Committee Member may be appointed to be a Committee Member:

(a) by ordinary resolution at the Annual General Meeting of the Company every two years for no more than two consecutive terms for the same Committee: or

(b) by a decision of the Directors

DECISION MAKING BY DIRECTORS

13. Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.

14. Calling a Directors' meeting

14.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

14.2.1 all the Directors agree; or

14.2.2 urgent circumstances require shorter notice.

14.3 Notice of Directors' meetings must be given to each Director.

14.4 Every notice calling a Directors' meeting must specify:

14.4.1 the place, day and time of the meeting; and

14.4.2 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.

14.5 Notice of Directors' meetings need not be in Writing. 3

14.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

15. Participation in Directors' meetings

15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

15.1.1 the meeting has been called and takes place in accordance with the Articles; and

15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

16. Quorum for Directors' meetings

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than half of all directors.

17. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

18. Decision making at a meeting

18.1 Questions arising at a Directors' meeting shall be decided by a majority of votes, excluding abstentions. In the case where abstentions are 50% or above there will be no decision and the item will be tabled until a future meeting

18.2 In all proceedings of Directors each Director must not have more than one vote.

18.3 In the case that a decision on an item must be made in the Board of Directors meeting and a vote has resulted in a tie, a re-run of the vote will take place. If the result is still a tie then the Chairman will have a casting vote to settle the matter.

19. Decisions without a meeting

19.1 The Directors may take an unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

19.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

19.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;

19.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

19.2.4 the Recipient must prepare a minute of the decision in accordance with Article 48.

20. Conflicts of interest

20.1 Whenever a Director finds themselves in a situation that is reasonably likely to give rise to a Conflict of Interest, they must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.

20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, they must:

20.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

20.3.2 not be counted in the quorum for that part of the meeting; and

20.3.3 withdraw during the vote and have no vote on the matter.

20.4 When a Director has a Conflict of Interest which they have declared to the Directors, they shall not be in breach of their duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by them.

21. Directors' power to authorise a conflict of interest

21.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

21.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;

21.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

21.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and

21.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if that person has been authorised to remain at the meeting by the other Directors, the Director may absent themselves from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

21.3 A Director shall not be accountable to the Company for any benefit which they derive from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

22. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

APPOINTMENT AND RETIREMENT OF DIRECTORS

23. Methods of appointing directors

23.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.

23.2 Any person who is a member of a Committee of the Company and is willing to act as a Director (providing that person is permitted by law to do so), may be appointed to be a Director:

- (a) by ordinary resolution at the Annual General Meeting of the Company every three years; or
- (b) by a decision of the Directors.

(c) The Chairperson of the Board of Directors of the Company is excluded from this article and may stand as a Director on the second term of office.

23.3 Once a member is elected as a Director they will pay the appropriate fee to become a voting member.

24. Termination of Director's appointment

A person ceases to be a Director as soon as:

(a) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;

(b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) 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;

(e) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;

(f) at a general meeting of the Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views.

(g) At a general meeting when the three year office term of Director expires.
No Director should serve more than two consecutive terms in office.

25. Directors' remuneration

25.1 Directors may undertake any services for the Company that the Directors decide.

25.2 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

25.3 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.

26. Directors' expenses

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

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) separate meetings of any class of members or of the holders of any 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.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. Becoming a member

27.1 The subscribers to the Memorandum are the first members of the Company.

27.2 Such other persons or Legal Entities are admitted to membership in accordance with the Articles shall be members of the Company:

27.2.1 Competitors

A competitor is a person who has registered to compete in the Company's events.

27.2.2 Adjudicators

An Adjudicator is a person who has met the criteria and obtained a WDO Adjudicators License.

27.2.3 Basic members

A person who is registered with the Company without any rights that other categories of membership may provide.

27.2.4 Supporters

A Supporter is anyone wishing to support the Company and its interests in being a non profit organisation.

27.2.5 Organisers

An Organiser is an individual or legal entity who organises competitive dance events.

27.2.6 National Organisation

A National Organisation is a 'Governing Body' overseeing matter of the dance community for their members.

A National Organisation is a legal entity that has been registered within a Country.

A National Organisation must have an Executive Committee (Board of Directors/Presidium) and elected Chairperson (President).

A National Organisation must have approved documents regarding the Articles of Association, (Statutes /Constitution / Bylaws) Rules and Regulations and Rules in competitions their members organise.

Any documents the Company request to review with a National Organisation must be provided, including an authorised translation in English.

A National organisation must register Competitors and/or Non-Voting Adjudicators and/or Basic Members with the Company.

27.2.7 Affiliate Members

An Affiliate Member in an International Dance Organisation whose objects are the same or substantially similar to those of the Company and whose activities are not in conflict with those of the Company.

(a) The affiliate terms, (which may be varied or amended from time to time, in accordance with these articles) regarding the membership of an applying affiliate member organisation shall always govern the membership of that affiliate member of the Company.

(b) The affiliate terms shall be approved by the Company in a general meeting only after due consideration of the proposed affiliate terms. If, following adoption of the affiliate terms by the Company any conflict should arise between the affiliate member's own constitution (or rules or bye-laws implemented thereafter) and the affiliate terms, then the affiliate terms shall prevail. The Company must be informed of any constitutional changes made by an affiliate member. The affiliate member will then take all steps necessary to ensure that the affiliate terms shall prevail and its own members are able to comply full with the affiliate terms.

(c) Affiliate terms may only be amended, modified or varied upon negotiation between the affiliate member and the Company. If agreed any amendments, modifications or variations will then be ratified by the membership at the next Annual General Meeting.

27.2.8 Membership of the Company is obtained by registering in at least one Membership Category. The same member can be registered in more than one Category if applicable.

27.3 Once any application of membership has been accepted, the Directors have the right to disapprove the application within the period of 6 months.

27.4 Every person or legal entity wishing to become a member shall deliver to the company an application for membership in such form (and containing such information) as the Directors require.

27.4.1 Competitors, Adjudicators and Basic Members may register as members with the Company directly or through a National Organisation for their Country should there be one.

27.5 The Company may elect as Honorary Member for life, any person who has rendered outstanding services to WDO or to the dance profession.

27.5.1 A Honorary member of the Company may participate and debate at any meetings of the Company but may not make proposals nor vote unless that person is also a fully paid up voting member of the Company.

27.6 WDO Licensed Adjudicators who wish to become voting members of the Company may obtain the membership with the voting rights.

27.7 Organisers shall be voting members of the Company.

27.7.1 A solitary Organiser who is also registered as a Voting Adjudicator must choose to vote as an Adjudicator or as an Organiser.

27.8 National Organisations shall be voting members of the Company.

28. Termination of membership

28.1 Membership is not transferable to anyone else.

28.1.1 Membership will be on a yearly basis, expiring on 31st December each year. A membership will expire when the fees are not paid.

28.2 Membership is terminated if:

28.2.1 the member dies or ceases to exist;

28.2.2 otherwise in accordance with the Articles; or

28.2.3 as a result of the disciplinary proceedings a resolution is passed at the general meeting of the Company resolving that the member be expelled on the ground that their continued membership is harmful to or is likely to become harmful to the interests of the Company.

ADVISERS BECOMING AND CEASING TO BE AN ADVISER

29. Becoming an adviser

29.1 The Directors of the Company may invite any person, who they consider will provide meaningful help to the Company, to become adviser of the Company for a period of one year. One year period limit shall not be applicable if advisers are members of the Company.

29.2 By ordinary resolution elected by the members of the Company at the general meeting

30. Termination of adviser's role

30.1 Adviser's role is not transferable to anyone else.

30.2 Adviser's role is terminated if:

30.2.1 notification is received by the Company from the adviser that the adviser is resigning from the panel of advisers.

30.2.2 the adviser dies;

30.2.3 otherwise in accordance with the Articles; or

30.2.4 as a result of the disciplinary proceedings a resolution is passed at the general meeting of the company resolving that the adviser be expelled on the ground that their continued membership is harmful to or is likely to become harmful to the interests of the Company.

ORGANISATION OF GENERAL MEETINGS

31. General meetings

31.1 The Directors may call a general meeting at any time.

32. Length of notice

All general meetings must be called by either:

32.1 at least 14 Clear Days' notice; or

32.2 shorter notice if it is so agreed by [a majority 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].

33. Contents of notice

33.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.

33.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

34. Service of notice

Notice of general meetings must be given to every member, every adviser, to the Directors and to the auditors of the Company.

35. Attendance and speaking at general meetings

35.1 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.

35.2 A person is able to exercise the right to vote at a general meeting when:

35.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

35.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

35.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote.

Members will be notified of the arrangements prior to each general meeting.

36. Quorum for general meetings

36.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.

36.2 Two persons entitled to vote on the business to be transacted (each being a member, or a duly Authorised Representative of a member); or 10% of the total membership (represented in person), whichever is greater, shall be a quorum.

36.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

36.4 A quorum will be established in the meeting for those eligible to vote.

36.4.1 A simple majority of votes will be required to carry a motion, excluding abstentions.

36.4.2 In the case where abstentions are 50% or above there would be no decision and the item will be tabled until a future meeting.

36.4.3 2/3rds majority must be met to change the Articles of Association

37. Chairing general meetings

37.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every general meeting.

37.2 If neither the Chair nor such other Director nominated in accordance with Article 37.1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, they shall be chair of the meeting.

37.3 If no Director is willing to act as chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present in person and entitled to vote must choose one of their number to be chair of the meeting.

38. Attendance and speaking by Directors and non-members

38.1 A Director may attend and speak at any general meeting.

38.2 The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

39. Adjournment

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

39.1.1 the meeting consents to an adjournment; or

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

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

39.3 When adjourning a general meeting, the chair of the meeting must:

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

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

39.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven Clear Days' notice of it:

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

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

39.5 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.

VOTING AT GENERAL MEETINGS

40. Voting: general

40.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

40.2 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

40.3 Article 40.2 shall not prevent a person who is a duly Authorised Representative from voting at a general meeting of the Company.

41. Votes

41.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a voting member or Authorised Representative of a member) and entitled to vote shall only cast their votes once on that resolution.

41.2 On a vote on a resolution on a poll at a meeting every voting member present in person or Authorised Representative shall only cast their votes once on that resolution.

41.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote they may have.

41.4 No member shall be entitled to vote at any general meeting unless all monies presently payable to the Company have been paid.

41.5 The following provisions apply to any organisation (National Organisation, Affiliate Member or Organiser, which is a legal entity) that is a member (“a Member Organisation”):

41.5.1 A National Organisation may nominate any individual, who is a citizen or permanent resident of that country to act as its representative (“an Authorised Representative”) at any meeting of the Company. An Affiliate Member and Organiser, which is a legal entity may nominate any individual as its representative (“an Authorised Representative”) at any meeting of the Company.

41.5.2 the Member Organisation must give notice in Writing to the Company of the name of its Authorised Representative. The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Company unless such notice has been received by the Company. The Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Company to the contrary;

41.5.3 a Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in Writing to the contrary is received by the Company;

41.5.4 any notice in Writing received by the Company shall be conclusive evidence of the Authorised Representative’s authority to represent the Member Organisation or that their authority has been revoked. The Company shall not be required to consider whether the Authorised Representative has been properly appointed by the Member Organisation, unless the National Organisation fails to appoint the citizen or permanent resident of their country;

41.5.5 an individual appointed by a Member Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual member;

41.5.6 on a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the Member Organisation would be entitled to if it was an individual member present in person at the meeting; and

41.5.7 the power to appoint an Authorised Representative under this Article 41.5 is without prejudice to any rights which the Member Organisation has under the Companies Acts and the Articles to appoint a corporate representative.

41.6 Votes shall be counted in the following order:

41.6.1 All voting Adjudicators shall have One Collective Vote

41.6.2 All voting Organisers shall have One Collective Vote;

41.6.3 All Countries represented by their National Organisations shall have One Vote.

In the case where only one National Organisation is a member of the Company in their Country, that National Organisation shall have One Vote for their Country. In the case of more than one National Organisation, there shall be One Collective Vote of National Organisations for their Country.

41.7 Proportionate Voting where there are Multiple National Organisations within a Country.

41.7.1 When a Country has multiple National Organisations registered with the Company, the Company will use a system that assigns each National Organisation a number of votes in relation to the amount of members they register to the Company.

41.7.2 Votes will be assigned within each Country where there are multiple National Organisations according to a mathematical formula utilising the two statistical parameters ‘mean average’ and ‘standard deviation’.

41.7.3 The number of votes will be calculated 30 days before each Annual General Meeting.

41.7.4 The formula to be used:

Let N denote the number of National Organisations within a Country.
 Let μ denote the mean average number of members in an Organisation for that Country.
 Let σ denote the standard deviation of the number of members in an Organisation for that Country.

41.7.5 Each National Organisation will be given a number of votes between 1 and 10 based on their number of members equalling or exceeding fixed boundaries according to the following table:

| | | | | | | | | | | |
|--|-----|----------------|--------------------|-------------------|--------------------|-------|--------------------|-------------------|--------------------|----------------|
| Number of votes | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Number of members must equal or exceed | TBD | $\mu - \sigma$ | $\mu - 0.75\sigma$ | $\mu - 0.5\sigma$ | $\mu - 0.25\sigma$ | μ | $\mu + 0.25\sigma$ | $\mu + 0.5\sigma$ | $\mu + 0.75\sigma$ | $\mu + \sigma$ |

Here, the mean average and standard deviation have been defined as:

$$\mu = \frac{\sum_{i=1}^N x_i}{N}, \quad \sigma = \sqrt{\frac{\sum_{i=1}^N (x_i - \mu)^2}{N}}$$

where x_i denotes the number of members of the i -th Organisation, with i running from 1 to N .

41.7.6 If for a given Country the standard deviation is greater than the mean, that is if $\mu - \sigma < 0$, then the alternative boundaries will be used utilising the statistical parameter ‘standard error’ σ / \sqrt{N} . This is shown in the following table:

| | | | | | | | | | | |
|--|-----|---------------------------------|-----------------------------------|----------------------------------|----------------------------------|-------|----------------------------------|----------------------------------|-----------------------------------|---------------------------------|
| Number of votes | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Number of members must equal or exceed | TBD | $\mu - \frac{\sigma}{\sqrt{N}}$ | $\mu - \frac{3\sigma}{4\sqrt{N}}$ | $\mu - \frac{\sigma}{2\sqrt{N}}$ | $\mu - \frac{\sigma}{4\sqrt{N}}$ | μ | $\mu + \frac{\sigma}{4\sqrt{N}}$ | $\mu + \frac{\sigma}{2\sqrt{N}}$ | $\mu + \frac{3\sigma}{4\sqrt{N}}$ | $\mu + \frac{\sigma}{\sqrt{N}}$ |

41.8 Early Voting when a voting member cannot attend a General meeting:

41.8.1 Once the final Agenda for the General Meeting has been submitted to a voting member, the member may submit their votes on each item via email to the Secretary of the Company.

41.8.2 The email must have been received by the secretary at least 72 hours before the General Meeting commences.

41.8.3 The secretary will validate the votes have been received and cast.

41.8.4 It is the responsibility of the member to ensure they have received receipt of their early votes from the secretary.

42. Poll votes

42.1 A poll on a resolution may be demanded:

42.1.1 in advance of the general meeting where it is to be put to the vote; or

42.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

42.2 A poll may be demanded by:

42.2.1 the chair of the meeting;

42.2.2 the Directors;

42.2.3 two or more persons having the right to vote on the resolution;

42.3 A demand for a poll may be withdrawn if:

42.3.1 the poll has not yet been taken; and

42.3.2 the chair of the meeting consents to the withdrawal.

42.3.3 Polls must be taken immediately and in such manner as the chair of the meeting directs.

43. Errors and disputes

43.1 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.

43.2 Any such objection must be referred to the chair of the meeting whose decision is final.

44. Amendments to resolutions

44.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

44.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before

the meeting is to take place (or such later time as the chair of the meeting may determine); and

44.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

44.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

44.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

44.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

44.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

45. Written resolutions

45.1 Subject to Article 45.3, a written resolution of the Company passed in accordance with this Article 45 shall have effect as if passed by the Company in general meeting:

45.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.

45.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

45.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.

45.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

45.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.

45.5 A member signifies their agreement to a proposed written resolution when the Company receives from them an authenticated Document identifying the resolution to which it relates and indicating their agreement to the resolution.

45.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.

45.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated [if it

bears the member's signature] or [if the identity of the member is confirmed in a manner agreed by the Directors] or [if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement] or [if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means].

45.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

45.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

46. Means of communication to be used

46.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

46.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

46.3 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 an agreed time of their being sent, and for the agreed time to be less than 48 hours.

47. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

48. Minutes

48.1 The Directors must cause minutes to be made in books kept for the purpose:

48.1.1 of all appointments of officers made by the Directors;

48.1.2 of all resolutions of the Company and of the Directors; and

48.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

48.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

49. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

49.1 annual reports;

49.2 annual returns; and

49.3 annual statements of account.

50. Indemnity

50.1 Subject to Article 50.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

(b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

(c) any other liability incurred by that Director as an officer of the Company or an associated company.

50.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

50.3 In this Article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a "relevant Director" means any Director or former Director of the Company or an associated company.

51. Insurance

51.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

51.2 In this Article:

- (a) a “relevant Director” means any Director or former Director of the Company or an associated company;
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

52. Disciplinary Proceedings

- 52.1 The objective of disciplinary proceedings is to ensure the following: (a) It is formal.
(b) It is just and fair.
(c) A member has a chance to defend themselves.

- 52.2 Disciplinary proceedings must be commenced when the following is met:
(a) Complaint in writing is received by the Directors or relevant Committee of the Company.
(b) The information forming the reason for the disciplinary action and the alleged violation or offence in reasonable detail is included in the complaint.
(c) Provisions of the Company's Articles of Association or Rules alleged to have been violated are identified.
(d) Complaint is made within reasonable time of the violation or offence.

52.3 A member must be advised in case the disciplinary proceedings have been commenced against them and must be given an opportunity to respond to the charges within at least 14 Clear Days.

52.3.1 After the member provides their response, the Directors or relevant Committee of the Company may ask for additional evidence or information within 14 Clear Days.

52.3.2 The member then may provide any additional evidence or information within 14 Clear Days.

52.4 After considering all the information presented and based on evidence the Directors or relevant Committee of the Company may decide to issue the following disciplinary measures:

- (a) a warning;
- (b) a reprimand;
- (c) a fine;
- (d) a suspension;
- (e) an expulsion;

52.4.1 The suspension or expulsion have to be confirmed by 2/3rds majority of members at the general meeting of the Company. Charged member shall not be allowed to vote at that meeting.

52.4.2 A suspended member may not exercise any of their membership rights until the suspension period has expired.

52.4.3 An expelled member can only join the Company again if 2/3rds majority of members approve it at the general meeting of the Company.

SCHEDULE

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

| | Term | Meaning |
|-------|-----------------------------|--|
| 1.1. | “Address” | includes a number or address used for the purposes of sending or receiving Documents by Electronic Means; |
| 1.2. | “Articles” | the Company’s articles of association; |
| 1.3. | “Authorised Representative” | means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 41; |
| 1.4. | “asset-locked body” | means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those; |
| 1.5. | “bankruptcy” | includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy; |
| 1.6. | “Chair” | has the meaning given in Article 10; |
| 1.7. | Chairman of the meeting” | has the meaning given in Article 37; |
| 1.8. | “Circulation Date” | in relation to a written resolution, has the meaning given to it in the Companies Acts; |
| 1.9. | “Clear Days” | in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect; |
| 1.10. | “community” | is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004; |
| 1.11. | “Company Acts” | means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company; |

| | | |
|-------|---|--|
| 1.12. | “Company” | WDO Community Interest Company |
| 1.13. | “Conflict of Interest” | any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company; |
| 1.14. | “Director” | a director of the Company, and includes any person occupying the position of director, by whatever name called; |
| 1.15. | “Document” | includes, unless otherwise indicated, any Document sent or supplied in Electronic Form; |
| 1.16. | “Electronic Form and “Electronic Means” | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.17. | “Hard Copy Form” | has the meaning given to it in the Companies Act 2006; |
| 1.18. | “Memorandum” | the Company’s memorandum of association; |
| 1.19. | “paid” | means paid or credited as paid; |
| 1.20. | “participate” | in relation to a Directors’ meeting, has the meaning given in Article 15; |
| 1.21. | “Permitted Industrial and Provident Society” | an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006; |
| 1.22. | “the Regulator” | means the Regulator of Community Interest Companies; |
| 1.23. | “Secretary” | the secretary of the Company (if any); |
| 1.24. | “Solitary Organiser” | A Solitary Organiser is an individual person who organises an event and/or competition. |
| 1.25. | “specified” | means specified in the memorandum and articles of association of the Company for the purposes of this paragraph; |
| 1.26. | “subsidiary” | has the meaning given in section 1159 of the Companies Act 2006; |
| 1.27. | “transfer” | includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and |
| 1.28. | “Writing” | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |

2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.

