

THE COMPANIES ACTS

Company Limited by Guarantee and
not having a Share Capital

Articles of Association

OF

THE COMMONWEALTH TABLE TENNIS FEDERATION LIMITED

1. DEFINITIONS

In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context :

| WORDS | MEANINGS |
|--------------------------------|-----------------------------------------------------------------------------|
| "The Acts" | The Companies Acts 1985 onwards |
| "The Company" | The Commonwealth Table Tennis Federation Limited |
| "Chairman" and "Vice Chairman" | The Chairman and Vice Chairman for the time being of the Board |
| "The Office" | The Registered Office of the Company |
| "The Officers" | The officers specified in article 18 hereof |
| "The Board" | The Board of Directors of The Company |
| "Nominated Representative" | A person nominated by a Member to attend and vote on its behalf at meetings |

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| “National Commonwealth Governing Body” | The recognised national governing body for table tennis within an accepted commonwealth territory |
| “Member” | A National Commonwealth Governing Body which has been accepted by the Company as a member of it |
| “ITTF” | The International Table Tennis Federation or any successor body. |
| “Championships” | The regular senior international competition organised by or on behalf of the Company and designated by it as the Commonwealth Table Tennis Championships. |
| “CGF” | The Commonwealth Games Federation whose current address is 2 nd Floor, 138 Picadilly, London W1J 7NR |
| “Games” | The regular senior international multi-sport games organised under the auspices of the CGF |
| “Election Meeting” | The first annual general meeting of the Company held after a Games (which must be held in the same or next ensuing calendar year as the Games) |

Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations. And unless the context otherwise requires, words or expressions contained in these presents shall bear the same meanings as in the Acts or any statutory modification thereof in force at the date at which these presents become binding on the Company. References to a month mean a calendar month

NAME, OBJECTS, POWERS & LIABILITY

2.1. The name of the Company (hereinafter called "the Company") is THE COMMONWEALTH TABLE TENNIS FEDERATION LIMITED hereinafter called the “Company”

2.2 The Registered Office of the Company will be situated in England.

2.3. (A) The objects for which the Company is established are : -

(1) To encourage the spread of Table Tennis throughout the Commonwealth and to develop the spirit of friendship and mutual assistance amongst players and associations.

(2) To promote and supervise, in accordance with the regulations in force for the time being, the Commonwealth Table Tennis Championships in team play and in individual play or any other commonwealth table tennis events it may see fit.

(3) To maintain representation to, good standing with (and affiliation to should this become possible) the International Table Tennis Federation and to respect its principles

(4) To make such bye laws, rules and regulations it deems necessary in regard to the participation of athletes and officials in the Commonwealth Championships

(5) To liaise with ITTF on all matters relating to CGF including without limitation advising and assisting with the delivery of table tennis within commonwealth games and/or commonwealth youth games and advice and assistance in relation to table tennis to cities bidding to host commonwealth games and/or youth games

2.3 (B) the Company shall have the following powers exercisable in furtherance of its objects but not otherwise namely :

(1) To subscribe guarantee or lend money to any organisation association or institution for any purpose calculated to further the objects of the Company

(2) To assume the assets and other rights and discharge the liabilities and responsibilities of the former Commonwealth Table Tennis Federation an unincorporated association

(3) To raise money by public appeals sponsorships or otherwise and to apply the same, together with all other funds and property of the Company, in the furtherance of any of the Company's objects, and to hold and invest all monies not applied for such purposes as the Company may from to time direct

(4) To establish undertake or administer any trusts for the furtherance of any of the objects of the Company and to hold and administer any property or funds subject to any such trusts and to operate any bank accounts for the furtherance of its objects

(5) To hold or assist in holding exhibitions, competitions and shows for the purpose of promoting its objects

(6) To print, publish or sell any newspapers, periodicals, books or leaflets, and to create and manage any web site that the Company may think desirable for the promotion of its objects and to carry on courses of instruction lectures or discussions for the purpose of promoting its objects

(7) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct maintain and alter any houses building or works necessary or convenient for the purposes of the Company

(8) To sell, let, mortgage, dispose of or otherwise deal with all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects

(9) To undertake and execute any agency business which may seem directly or indirectly conducive to the objects of the Company and may lawfully be undertaken by the Company

(10) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit

(11) To invest the 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

(12) To employ any persons it sees fit on such terms and at such remuneration as it sees fit and grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or the dependants of such persons

(13) To form take over or acquire any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company which shall prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed upon the Company under or by virtue of Clause 4 hereof

(14) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations which the Company is authorised to form take over or acquire

(15) To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations which the Company is authorised to take over or acquire

(16) To do all such lawful things including entering into legal agreements as are necessary to the furtherance of the objects of the Company

2.4. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company provided that nothing herein shall prevent:

(1) Any payment in good faith by the Company of reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company and/or reimbursement of expenses properly incurred.

(2) The award in good faith of any prize to any competitor, or entrant at a contest who may be or may be bona fide associated with a member of the Company.

(3) The payment of interest on any money lent by any member of the Company at a rate per annum not exceeding 3% more than the Base Rate prescribed from time to time by the Bank or any one of the Bank's utilised by the Company.

(4) The payment of reasonable and proper rent for premises demised or let by any member of the Company.

2.5. The liability of the Members is limited.

2.6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceased to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound sterling (£1).

2.7. 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 but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed upon the Company under or by virtue of Clause 2.4 hereof such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if in so far as effect cannot be given to the aforesaid provisions then to some charitable organisation.

MEMBERSHIP

3.1 Membership shall comprise National Commonwealth Governing Bodies affiliated to the ITTF, within a territory which is a member of the CGF and accepted into membership in accordance with article 4.

3.2 Every Member or the representative of every Member shall either sign a written consent or application to become a Member or sign the register of Members on becoming a Member

4.1 Subject to the provisions of article 4.2 below any National Commonwealth Governing Body (provided it is also affiliated to ITTF and a member of CGF) may make application at any time to become a Member of the Company. Any such application shall be in such form as the Board may from time to time prescribe or approve. Such application shall be accompanied by a copy of the applicant's constitution and rules if required by the Board and such other documents and particulars as the Board may require. The Board may acting reasonably reject any application to become a Member if it considers the applicant does not qualify to apply or if its constitution rules or other documentation or some other reason renders it inappropriate to be a Member .

4.2 Only one National Commonwealth Member per territory may be admitted to membership of the Company and where any territory shall have more than one Member then such bodies shall mutually agree which shall

represent that territory for the purposes of participation in Championships and for the purposes of application for membership of the Company before any application is considered.

4.3 On acceptance of its application to become a Member a National Commonwealth Governing Body shall provide the name of its Nominated Representative by notice in writing to the Chairman and may at any time in like manner remove its representative and make a new nomination.

4.4.1 Each Nominated Representative shall have one vote at meetings. For the avoidance of doubt no person other than a Nominated Representative (whether he or she be a director, president, life vice president, officer or otherwise) shall have the right to a vote at meetings .

4.4.2 The Honourary President shall not be a Nominated Representative and in the event that a Nominated Representative shall be appointed President he or she shall immediately cease to be a Nominated Representative.

4.5 If a Nominated Representative shall by reason of sickness or any other cause be unable to attend a meeting then the Member which has appointed him to be its representative may by prior notice in writing to the Chairman appoint a temporary alternative representative being an officer, member or employee of that Member to attend that meeting in place of such representative or it may grant a proxy in writing either to the Chairman or to the Nominated Representative of another Member. No Nominated Representative may hold more than one proxy. The form of proxy shall be as set out hereunder:

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| <p>We.....hereby appoint the chairman of the meeting/.....*to be our proxy to vote and speak for us at the meeting of the Company to be held on.....at..... *</p> <p>and at any adjournment thereof</p> <p>Signed on behalf of Member.....Dated.....</p> <p>* Delete and/or complete as appropriate.</p> <p>Specific voting instructions (if applicable) (Give details of proposed resolution and indicate whether to be a Yes or No vote)</p> |
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4.6 A Member appointing and entitled to appoint a proxy may add specific instructions as to how the proxy is to vote on named motions appearing on the agenda and if he so desires a person other than the chairman of the meeting may be appointed and the words “chairman of the meeting ” may be struck out and the name of the proxy inserted. The instrument of proxy must be lodged with the Company at least two clear days before the meeting. A temporary alternative representative shall have the same right to attend speak and vote at such meeting as the Nominated Representative whose place he has been appointed to take.

4.7 A Member’s membership shall cease :-

4.7.1 If it ceases to be the or the accepted governing body for table tennis within a Commonwealth territory;

- 4.7.2 If it shall be expelled from membership by the Company;
- 4.7.3 If it resigns its membership by notice in writing to the Company;
- 4.7.4 If it shall fail to pay any money due to the Company including without limitation any affiliation fee payable under clause 6.

4.8 The Company acting reasonably may expel any Member if its Member shall change its rules or constitution in such a manner as to lead the Company to consider that the Member no longer qualifies for membership or that it is otherwise inappropriate that membership should continue if the conduct of the Member or any member of it shall bring the Company the ITTF or the Championships into disrepute.

APPEALS

5.1 A Member may appeal against any decision of the Company either to refuse membership under article 4.1 or to recognise a Member under Article 4.2 or to expel a Member under article 4.8 by giving written notice to the Company within 2 months of the receipt of written notification of such decision

5.2 In the event of such an appeal being made the Board within one month or so soon thereafter is reasonably practicable shall establish an independent appeal committee ("the Appeal Committee") to consist of 3 persons to be nominated by the Board.

5.3 No member of the Appeal Committee shall be a Board member.

5.4 The Appeal Committee shall regulate its own procedures and method of conducting the appeal in a fair and equitable manner and shall have the power to accept representations from all parties. The Appeal Committee shall determine whether such representations shall be in writing or oral or both as they shall in their absolute discretion think fit provided that each party shall be provided with the same opportunity to make representations.

5.5 The decision of the Appeal Committee shall be final and binding on all parties to the dispute

5.6 The membership of a Member who has been expelled under article 4.8 shall be suspended from the date of receipt of the notice of expulsion until the Appeal Committee shall have published its determination.

5.7 During a period of suspension under article 5.6 a Member shall have no rights to attend meetings or to vote.

OBSERVERS

6. The Board may invite any observers to attend Board (or general meetings subject to the approval of the meeting concerned) on such terms as may from time to time be agreed. Observers shall have no entitlement to speak or vote (except that an observer may be permitted to speak with the permission of the chairman of the meeting).

AFFILIATION FEES

7.1. Every Member shall pay to the Company an annual affiliation fee.

7.2 The annual affiliation fee shall be initially £15 (or £50 if paid for 4 years in advance). Thereafter the rate of the first annual affiliation fee shall be fixed from time to time by the Company in a general meeting.

7.3 The first affiliation fee shall be payable within one month after the date on which the Member becomes a Member and thereafter the annual affiliation fee shall become payable on or before 1st May in each year .

7.4 If any annual affiliation fee is not paid by a Member by the 31st December in any year the Finance Director shall give notice of the fact to the Member and if the annual affiliation fee remains unpaid at the 30th April next following the notice the membership of that Member shall cease.

7.5 A Member whose membership has ceased for non payment of affiliation fees may at the discretion of the Board be re-admitted as a Member without fresh application being made provided that all arrears of affiliation fees are paid

THE HONORARY PRESIDENT

9.1 The “Honorary President” of the Company shall be the nominee of the Member which has been authorised by the Board to host the next ensuing Championships and shall hold office until the end of the next ensuing Championships.

9.2 The “Honorary Life Founder President” shall be Ranga Ramanujan

9.3 The said Presidents shall be entitled to attend board meetings and general meetings and speak but shall have no right to vote purely because of their office.

HONORARY LIFE MEMBERS

10.1 The Company shall have power from time to time at a general meeting to appoint any person to be “Honorary Life Members” of the Company without any limitation on the number of same.

10.2 “Honorary Life Members” shall have the right to receive notice of and to attend general meetings but shall have no right to vote

THE BOARD & ELECTIONS

11. 1 The number of directors shall be not more than 15 nor less than 10

11.2 The directors of the Board shall consist of the Officers specified in article 18 below, the Chair of the Classification and Technical Committee, a Legal Officer and nine additional “Continental Directors” as follows;

Two from Africa
One from Canada

Two from Asia
One from the Carribbean
Two from Europe
One from Oceania

11.3 The representatives of a continent entitled to two directors shall be from different National Commonwealth Governing Bodies within the continent

11.4 For the avoidance of doubt all references throughout these articles to "directors" shall include the Officers

12.1 Other than directors elected at the first general meeting of the Company all directors shall be elected at an Election Meeting and shall hold office until the next ensuing Election Meeting unless they shall have previously resigned or ceased to be a director by virtue of article 14 below. Nothing shall prevent an existing or previous director serving a further term or terms should he be re-elected.

12.2 Directors may only be nominated by Members. Nominations shall specify for which position they are being submitted. A Member may only nominate an individual who is a properly affiliated member of it. Other than directors elected at the first general meeting of the Company no person shall be proposed for appointment as a director unless written notice of his/her nomination and of the intention to propose him/her by the Member who intends so to do shall have been received by the Company Secretary not less than 4 weeks before the relevant Election Meeting

12.3 Other than directors elected at the first general meeting of the Company the Company Secretary shall circulate the names of all properly nominated candidates with the agenda at least 2 weeks before the Election Meeting.

12.4 Board meetings may be called by Chairman of the Board or by the Company Secretary or by any two Officers acting together or by any five directors acting together on at least 14 days notice to all directors except in the case of an agreement of all directors (or on shorter notice or in the case of an issue designated as an emergency by the Chairman or Company Secretary). Each director shall have one vote save that the Chairman of the Board shall have a second or casting vote in the case of a tie. Should the Chairman of the Board not be in attendance the Board shall choose one of its number to chair that meeting only

12.5 The chair of any coaching committee appointed by the Board and the organising director of the next Championships, the website manager and the Company historian, shall be entitled to attend Board meetings and to speak but not to vote

13. The Board may exercise all such powers of the Company as are not, by the Act or by these presents, required to be exercised by the Company in a meeting and for the avoidance of doubt shall select which Members may host Championships.

14 The office of a director shall be vacated if he:

14.1 becomes bankrupt or suspends payment or makes any arrangement or composition with his creditors; or

14.2 ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or

14.3 is, or may be suffering from mental disorder and either :

- (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;

14.4 is removed from office by a resolution duly passed at a Meeting.

14.5 by notice in writing to the Company resigns.

15.1 The Board itself may fill a casual vacancy for any director (including for avoidance of doubt Officers) provided that the maximum number of Continental Directors from each continent shall at all times remain as per article 11.2 above and every director must be properly affiliated to a Member. Any person so appointed shall retain the position subject to the provisions of article 14 above until the next Election Meeting. At any time when the number of directors is less than the maximum permitted number the remaining board members shall have full power to continue to act as the Board notwithstanding such vacancy or vacancies.

15.2 Should the number of directors at any time be fewer than ten then the remaining director or directors shall have power only to fill board vacancies

16. The quorum at Board meetings shall be five directors.

STAFF

17. The Board may appoint such staff as from time to time it shall consider necessary for the efficient conduct of the Company's affairs at such remuneration and upon such conditions as it may think fit.

THE OFFICERS

18.1 The Officers shall be the Chairman of the Board, the Vice Chairman, the Company Secretary, the Finance Director, and the Chair of the Classification and Technical Committee elected as per article 12 above

18.2 The Officers shall be responsible for the day to day business of the Company responsible to and subject to any directions given by the Board

GENERAL MEETINGS

19.1 The Company shall hold a general meeting in each calendar year as its annual general meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it provided that every annual general meeting shall be held not more than eighteen months after the holding of the last preceding annual general meeting (or such other period prescribed by law if applicable).

19.2 In addition to annual general meetings the Board may whenever it thinks fit convene additional general meetings.

19.3 The directors, on the requisition in writing and duly signed by Members who represent not fewer than one tenth of the total voting rights of Members having at the date of deposit of the requisition a right to vote at Meetings, shall forthwith proceed to convene an extraordinary general meeting on a date not later than eight weeks after receipt of the requisition.

19.4 Six weeks notice in writing at the least of every annual general meeting and one month's notice in writing at the least of every other general meeting exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given, specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, shall be given BUT with the consent of all Members having the right to attend and vote thereat, or such proportion of them as is prescribed by the Acts in the case of meetings other than annual general meetings a meeting may be convened by such notice as Members may think fit.

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

PROCEEDINGS AT GENERAL MEETINGS

20.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided seven Nominated Representatives personally present shall be a quorum.

20.2 The Chairman of the Board shall preside at every Meeting, but if he be not present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, then the Vice Chairman shall act as chair but if he be also not present or unwilling to preside within fifteen minutes after the time appointed for holding the same then the Nominated Representatives present shall elect one of their number to take the chair.

VOTES AT GENERAL MEETINGS

21.1 At any meeting a resolution put to the vote of the meeting shall be decided on by a show of hands of the Nominated Representatives unless a secret ballot is, before or upon the declaration of the result of the show of hands required by the chairman of the meeting or by Nominated Representatives present in person representing one-tenth of all the Members

and unless a secret ballot be so required a declaration by the chairman 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 minute book of the Company 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 secret ballot may be withdrawn.

21.2 If a secret ballot be demanded in the manner aforesaid, it shall be taken at such time and place, and in such manner as the chairman of the meeting shall direct, and the result of the secret ballot shall be deemed to be the resolution of the meeting at which the secret ballot was demanded.

21.3 The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a secret ballot has been demanded.

21.4 Every Member through its Nominated Representative or properly appointed proxy shall be entitled to have one vote. In the case of equality of votes the chairman of the meeting shall have an additional casting vote.

21.5 Any election shall always be conducted by secret ballot if there shall be more than one candidate for the post. Voting for election shall be by successive elimination of candidates polling the least number of votes cast until one candidate shall obtain more than fifty per cent of the votes cast. After any secret ballot whether for an election or otherwise the voting papers shall be destroyed forthwith

CLASSIFICATION & TECHNICAL COMMITTEE

22.1 There shall be a Classification & Technical Committee comprising the elected chairman and four Board appointees (two of whom shall be designated as "corresponding members")

22.2 The duties of the Classification & Technical Committee shall be:

22.2.1 To provide assistance to the Commonwealth Championship organisers in the organisation and management of the Commonwealth Championships.

22.2.2 To prepare a seeding list for the team and individual events prior to the Championships. Seeding shall take account of the latest ITTF Classification List, the Commonwealth Classification List and any other relevant information.

22.2.3 To assist the Referee in any question of interpretation of rule at the Commonwealth Championships.

22.2.4 To approve the playing schedule for the Commonwealth Championships.

22.2.5 To ensure that a Classification and Technical Committee member or their nominee is available in the playing hall each day of the Commonwealth Championships during all hours of play.

22.2.6 To prepare a Classification List of teams and individual singles events immediately following the completion of the Championships.

OTHER COMMITTEES

23. The Board may appoint such other committees or working groups as it deems appropriate with such chairs as it sees fit. All such committees or groups shall have such powers and such terms of reference as the Board shall determine. The Board shall have power to change from time to time the persons in all committees or groups or the chairs thereof and to alter their terms of reference.

ACCOUNTS

24. The Company shall cause accounting records to be kept in accordance with the Acts. The accounting records shall be located at the Office and shall be open to the inspection of Members.

25. The Board shall from time to time in accordance with the Acts cause to be prepared and printed and laid before the Company in a meeting income and expenditure accounts, balance sheets, group accounts (if any) and any other reports as are referred to in the Acts.

26. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in a meeting, together with a copy of the auditor's report and report of the Board shall not less than twenty-one clear days before the date of the meeting be sent to all persons entitled to receive notices of meetings of the Company in the manner in which notices are hereinafter directed to be served.

AUDITORS

27. Auditors may be appointed and shall be appointed if required by law.

NOTICES

28.1 Any notice required to be given to a Member shall be in writing and may be served either personally or by post addressed to such Member at the address last registered in the books of the Company, or by facsimile or email. Any notice required to be given to the Company shall be in writing addressed to the Company Secretary at the Office of the Company for the time being. Any notice sent by post may be sent by ordinary post unless airmail is more appropriate and a notice sent by post shall be deemed to have been delivered the Tenth day following the day of posting.

28.2. A notice sent by facsimile or e-mail shall be deemed received on the date of sending unless the transmission shall be shown to have failed.

28.3 A notice calling a meeting of directors does not need to be in writing

RESPECT FOR ITTF

29. The Company shall at all times act in accordance with the constitution and rules of the ITTF providing that notwithstanding the foregoing this article shall be of no effect where the implementation of the same would be in conflict with the memorandum or articles of association of the Company

INDEMNITY

30. Subject to the provisions of the Acts but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.

WINDING UP

31. The provisions of the Memorandum of Association of the Company in relation to the winding up and dissolution of the Company shall apply and have effect as if the provisions thereof were repeated in these presents.

EQUAL OPPORTUNITIES

32. The Company is an equal opportunity body regardless of race, creed, colour religion, disability, age, sexual preference or otherwise.

CONFLICT OF INTEREST

33.1 At any general meeting or meeting of the Board or any committee or group, any person present having a financial interest or other personal interest in a subject under discussion shall forthwith declare his interest and withdraw from the meeting (unless unanimously agreed otherwise by the remaining members present) and shall not vote on the issue.

33.2 A register of pecuniary interests shall be held by the Company Secretary and any pecuniary interests direct or indirect shall be disclosed to the Company Secretary and recorded therein.

CHANGES TO MEMORANDUM & ARTICLES

34. Alterations or additions to the memorandum and articles of association may be made by a special resolution described as such and passed by a three quarters majority of votes cast at a general meeting. No alteration or addition may be made unless details thereof are circulated to Members at least one 2 months before the meeting at which same are to be discussed and voted upon

TRUSTS

35.1 The Board may if it shall deem it in the best interests of the Company establish a trust, or maintain the continuance of any trust, or terminate any

trust holding funds for the purposes of the objects of the Company and may appoint from time to time such persons as it thinks appropriate to be trustees of any such trust or trusts and likewise shall have the power to remove such trustees.

35.2 The Board from time to time may require in writing any trustee or trustees to transfer from any such trusts to the general bank account maintained by the Company such funds as it may require for the furtherance of the objects of the Company.

35.3 The Board may give directions to the trustees as to the number of signatures required either to operate any bank account held by the Trustees or to effect any transaction by the trust.

BYE LAWS

36.1 The Board may make or amend such bye laws, rules and regulations (“the Bye Laws”) it deems necessary in regard to the participation of athletes and officials in the Championships and in regard to such other affairs of the Company not specifically provided for in these articles of association.

MATTERS NOT DEALT WITH

37. The Board shall have power to resolve any ambiguities or matters not dealt with in these presents.

Name & address description & signature & of subscribers

| |
|------------------------------|
| Name & Address |
| Signed:..... |
| Dated: |
| Signature witnessed by:..... |
| Full name of witness |
| Signature of witness |
| Address of witness |

| |
|----------------|
| Name & Address |
|----------------|

Signed:.....

Dated:

Signature witnessed by:.....

Full name of witness

Signature of witness

Address of witness