

COMPANY NUMBER: 11120160 .

## Articles of Association

Birmingham Organising Committee for the 2022 Commonwealth Games Ltd (the "Company")

Dated 29<sup>th</sup> January 2020

W THURSDAY



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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**Birmingham Organising Committee for the 2022 Commonwealth Games Ltd (the**  
**“Company”)**  
  
**(Adopted by special resolution passed on 29<sup>th</sup> January 2020)**

**PART 1**  
**INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY**

**1. Defined terms**

1.1 In these Articles, unless the context requires otherwise:

“**Act**” means the Companies Act 2006;

“**Alternate Director**” has the meaning given in Article 25.1;

“**Appointor**” has the meaning given in Article 25.1;

“**Articles**” means these articles of association;

“**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;

“**Business Day**” means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

“**CGA**” means Commonwealth Games England (Company Number 1616941), the national controlling body responsible in England for all matters relating to the Commonwealth Games including operations, publicity and development;

“**CGF**” means the Commonwealth Games Federation (Company Number 10449637);

“**CGFP**” means CGF Partnerships Limited (Company Number 10380178);

“**Chairperson**” means the person appointed as Chairperson pursuant to Article 22.1;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

“**Conflict**” means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

“**DCMS**” means the Department for Digital, Culture, Media and Sports;

“**Deputy Chairperson**” means the person appointed as Deputy Chairperson pursuant to Article 22.1;

**“Director”** means a Director of the Company, and includes any person occupying the position of Director, by whatever name called and any Alternate Director;

**“Document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form;

**“Electronic Form”** has the meaning given in section 1168 of the Act;

**“Eligible Director”** means a Director who would be entitled to vote on the matter at a Directors’ meeting or, where the matter is to be decided by written resolution of the Directors, who would have been entitled to vote on the matter had it been proposed as a resolution at a Director’s meeting but excluding in any case any Director whose vote is not to be counted in respect of the particular matter;

**“Festival”** means a nationwide festival that is to take place in the UK in 2022 to celebrate the UK including its creativity and innovation, with a programme of events and activities including arts, culture, design, heritage and technology;

**“Games”** means the 2022 Commonwealth Games;

**“Host City”** means the City of Birmingham and Birmingham City Council;

**“Host City Contract”** means the contract in respect of the organisation and hosting of the 2022 Commonwealth Games dated 21 December 2017 between (1) the CGF, (2) the CGA, (3) the National Government, and (4) the Local Government of the city of Birmingham;

**“Independent Directors”** has the meaning given in Article 21.1.1;

**“Interested Director”** has the meaning given in Article 18.1;

**“LEPs”** means Local Enterprise Partnerships;

**“National Government”** means the National Government of the United Kingdom of Great Britain and Northern Ireland;

**“Nominating Body”** means any body which has the right to appoint a Director pursuant to Article 22.2;

**“Nominee Directors”** has the meaning given in Article 21.1.2;

**“Nominated Director”** means a Director appointed pursuant to Article 22.2;

**“Member”** has the meaning given in section 112 of the Act;

**“Mission”** means the mission and objects of the CGF which at the date of adoption of these Articles is defined as “to be an athlete-centered, sport-focused Commonwealth Sports Movement, with integrity, global impact and embraced by communities that accomplishes the following:

- a) To deliver inspirational and innovative Commonwealth Games and Commonwealth Youth Games built on friendships and proud heritage, supported by a dynamic Commonwealth Sports Cities Network;
  - b) To nurture and develop one of the best governed and well-managed sports movements in the world;
  - c) To attract and build on public, private and social partnerships that widely benefit Commonwealth athletes, sports and communities;
  - d) To champion, through our brand, Commonwealth athlete, citizen and community engagement in everything we do;
- as such mission is amended from time to time;

**“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);

**“Ordinary Resolution”** has the meaning given in section 282 of the Act;

**“Participate”**, in relation to a Directors’ meeting, has the meaning given in Article 14;

**“Proxy Notice”** has the meaning given in Article 43.1;

**“Secretary”** means the Secretary of the Company and any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy secretary;

**“Sole Member”** means the sole member of the Company as at the date of adoption of these Articles;

**“Special Resolution”** has the meaning given in section 283 of the Act;

**“Subsidiary”** has the meaning given in section 1159 of the Act;

**“UK”** means the United Kingdom of Great Britain and Northern Ireland;

**“Vision”** means the vision of CGF which at the date of adoption of these Articles is defined as “building peaceful, sustainable and prosperous communities globally by inspiring Commonwealth Athletes to drive the impact and ambition of all Commonwealth Citizens through Sport”, as such vision is amended from time to time; and

**“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 in Electronic Form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become 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:
  - 1.5.1 any subordinate legislation from time to time made under it; and
  - 1.5.2 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 The Model Articles shall not apply to the Company.
- 1.8 Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing any gender include all other genders and words importing natural persons include corporations.

## **2. Objects**

2.1 The objects for which the Company is established is to be responsible for:

- 2.1.1 the planning, organising, and staging of the Games in pursuit of the Mission and in the full spirit of the Vision and the planning, organising, curating, managing and promoting of the Festival (or any part of it);
- 2.1.2 financing where this is a collateral activity in support of the objects stated in paragraph 2.1.1; and
- 2.1.3 the production and distribution of high quality coverage of the Games and the Festival; and
- 2.1.4 fulfilling the obligations of the Organising Committee of the Games as set out in the Host City Contract.

## **3. Powers**

3.1 In pursuance of the Company's objects set out in Article 2, the Company has the power to:

- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.1.2 borrow and raise money in such manner as the Directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or Subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the object set out in Article 2 in any way;
- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;

- 3.1.8 enter into contracts to provide services to or on behalf of other bodies or acquire services from other bodies including, but not limited to, entering into sponsorship agreements;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 engage any person or persons whether on a full time or part time basis or on secondment, whether as a consultant, a contractor or an employee and whether on a paid or unpaid basis, to supervise, organise or carry on the work of, or advise, the Company;
- 3.1.12 incorporate Subsidiary companies to carry on any trade; and
- 3.1.13 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in Article 2.

#### **4. Income**

- 4.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in Article 2.
- 4.2 No distribution shall be paid or capital otherwise returned to the Sole Member in cash or otherwise, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 4.2.1 reasonable and proper remuneration to the Sole Member, officer or servant of the Company for any services rendered to the Company;
  - 4.2.2 any interest on money lent by the Sole Member or any Director at a reasonable and proper rate;
  - 4.2.3 reasonable and proper rent for premises demised or let by the Sole Member or Director; or
  - 4.2.4 reasonable out-of-pocket expenses properly incurred by any Director.

#### **5. Winding Up**

- 5.1 On the winding-up or dissolution of the Company and after the end of the Festival, and after provision has been made for all its debts and liabilities including, but not limited to, discharging all remaining financial commitments and other obligations to CGF pursuant to the Host City Contract and discharging all remaining financial commitments and other obligations of the Company pursuant to the closure plan, and after the Company's closing financial accounts are finalised, any assets or rights that remains available to be distributed, transferred, or paid, shall not be paid, transferred, or distributed to the Sole Member, subject to any rights the Sole Member may have as creditor, (except to the Sole Member if it qualifies under this Article 5) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body shall be the CGA provided that it fulfils the requirements in this Article 5 at the time of the winding up or dissolution. Otherwise such body shall be determined by the Sole Member at the time of winding up or dissolution and, subject to any such resolution of the Sole Member, may be made by resolution of the Directors at or before the time of winding up or dissolution.



## **6. Liability of the Sole Member**

6.1 The liability of the Sole Member is limited to £1, being the amount that the Sole Member undertakes to contribute to the assets of the Company in the event of its being wound up whilst it is a Member or within one year after it ceases to be a Member, for:

6.1.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a Member; and

6.1.2 payment of the costs, charges and expenses of the winding up.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

## **7. Directors' general authority**

7.1 Subject to these Articles (including Article 8 and Article 18) the Directors are responsible for the management of the Company's business in accordance with its objects, for which purpose they may exercise all the powers of the Company. The Directors shall exercise their powers in accordance with:

7.1.1 government policies and guidelines applicable to non departmental bodies

## **8. Member's reserve power and Consent Matters**

8.1 The Sole Member may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

8.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

8.3 Without prejudice to Article 7 and Article 8.1 none of the following actions shall be carried out, undertaken or agreed to by the Company without the prior written consent of the Sole Member (save to the extent that this constitutes an unlawful fetter on the Company's statutory powers):

8.3.1 entering into any contract, arrangement, liability or commitment (or series of connected contracts, arrangements, liabilities or commitments) which are inconsistent with the provisions of any management agreement entered into from time to time by the Company and the Sole Member

## **9. Directors may delegate**

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

9.1.1 to such person or committee;

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

9.1.3 to such an extent;

9.1.4 in relation to such matters or territories; and

9.1.5 on such terms and conditions,

as they think fit.

9.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated provided that the provisions of Article 10 are (with the necessary changes being made) complied with in relation to any such further delegation.

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

#### **10. Committees**

10.1 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 these Articles which govern the taking of decisions by Directors.

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

### **DECISION-MAKING BY DIRECTORS**

#### **11. Directors to take decisions collectively**

11.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision of Directors at a quorate meeting or a decision taken in accordance with Article 12. Subject to these Articles, each Director Participating in a decision shall have one vote.

11.2 If:

11.2.1 the Company only has one Director for the time being; and

11.2.2 no provision of these Articles requires it to have more than one Director, the general rule does not apply, and the Director may (for so long as he or she remains the sole Director) take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

#### **12. Directors written decisions**

12.1 Any Director may propose a Directors' written resolution and the Company secretary (if any) must propose a Directors' written resolution if a Director so requests.

12.2 Subject to Article 12.3, a Directors' written resolution is proposed by giving notice in writing of the proposed resolution to each Director, unless the Director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.

12.3 Any Director may waive his entitlement to notice of any proposed Directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the Directors' written resolution.

12.4 A proposed Directors' written resolution is adopted when a majority of the Eligible Directors have signed one or more copies of it, provided that those Directors would have formed a quorum at a Directors' meeting had the resolution been proposed at such a meeting. Once a Directors' written resolution has been adopted,

it must be treated as if it had been a decision taken at a Directors' meeting in accordance with these Articles.

### **13. Calling a Directors' meeting**

13.1 Any Director may call a Directors' meeting by giving not less than five (5) Business Days' notice of the meeting (or such lesser notice as is reasonable in the case of an emergency) to the Directors or by authorising the Secretary (if any) to give such notice.

13.2 Notice of any Directors' meeting must indicate:

13.2.1 its proposed date and time;

13.2.2 where it is to take place;

13.2.3 be accompanied by an agenda of business to be transacted and, where practicable, all papers to be considered at the meeting; and

13.2.4 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.

13.3 Notice of a Directors' meeting shall be given to each Director in Writing.

13.4 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 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.

13.5 Meetings of the Directors shall take place at least six times each year.

### **14. Participation in Directors' meetings and voting**

14.1 Subject to these Articles, Directors participate ("**Participate**") in a Directors' meeting, or part of a Directors' meeting, when:

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

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

14.2 A meeting of Directors may consist of a conference between Directors some or all of whom are in different places provided that each Director who Participates in the meeting is able:

14.2.1 to hear each of the other Director's Participating in the meeting; and

14.2.2 if he or she so wishes, to address each of the other Participating Directors simultaneously,

whether directly, by conference telephone or by any other form of communication equipment (whether in use when this Article 14 is adopted or developed subsequently) or by a combination of such methods.

14.3 A Director shall be treated as present and shall count towards the quorum requirements set out in these Articles if the conditions set out in Article 14.2 are satisfied in respect of that Director.

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

14.5 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.

#### **15. Quorum for Directors' meetings**

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

15.2 The quorum for Directors' meetings shall be seven Eligible Directors provided always that this includes either the Chairperson or the Deputy Chairperson.

15.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 18 to authorise a Conflict, if there are less than the required number of Eligible Directors in office required to establish a quorum pursuant to Article 15.2, the quorum for such meeting (or part of a meeting) shall be those Eligible Directors present or otherwise one Eligible Director.

15.4 Subject to Article 15.3, if the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

15.4.1 to appoint further Directors, or

15.4.2 to call a general meeting so as to enable the Sole Member to appoint further Directors.

#### **16. Chairing of Directors' meetings**

16.1 The Chairperson shall chair Directors' meetings.

16.2 If the Chairperson is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the Deputy Chairperson shall chair it. If both the Chairperson and the Deputy Chairperson are not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

#### **17. Casting vote**

17.1 If the numbers of votes for and against a proposal at a meeting of Directors are equal:

17.1.1 the Chairperson or other Director chairing the meeting does not have a casting vote; and

17.1.2 the matter in question shall be referred promptly to the Sole Member for resolution.

#### **18. Conflicts of interest**

*Situational Conflicts*

- 18.1 Provided that he has disclosed to the other Directors the nature and extent of any interest of his, a Director:
- 18.1.1 may, notwithstanding his office, be a director of the Company and a director or other officer of, or employed or otherwise engaged by DCMS, the Host City, West Midlands Combined Authority, CGF and CGFP where they have appointed him as a Director pursuant to Article 22. Each such Director shall be deemed to have declared the nature and extent of an interest which consists of him being a director, officer, contractor or employee of or holding any position with his appointor as at the date of them becoming a Director. Any appointments to such a position with an appointor subsequent to them becoming a Director shall require disclosure and authorisation in accordance with these Articles;
- 18.1.2 shall not infringe his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**") as a result of holding such position; and
- 18.1.3 shall not be obliged to disclose any confidential information he holds regarding or relating to his appointor to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of confidence.
- 18.2 Notwithstanding Article 18.1, 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 his or her duty to avoid conflicts of interest under section 175 of the Act.
- 18.3 Any authorisation by the Directors under Article 18.2 shall be effective only if:
- 18.3.1 and to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors for consideration at a meeting under the provisions of these Articles;
- 18.3.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Interested Director; and
- 18.3.3 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.
- 18.4 Any authorisation of a Conflict under this Article 18 may (whether at the time of giving the authorisation or subsequently):
- 18.4.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 18.4.2 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;
- 18.4.3 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;
- 18.4.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- 18.4.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his or her position as a Director of the Company) information that is confidential to a third party, he or she 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

- 18.4.6 permit the Interested Director to absent himself or herself 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.
- 18.5 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 18.6 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.
- 18.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles, by these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

#### *Transactional Conflicts*

- 18.8 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he or she has declared the nature and extent of his or her 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:
- 18.8.1 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;
- 18.8.2 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 he or she is interested;
- 18.8.3 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 he or she is interested;
- 18.8.4 may act by himself / herself or his / her firm in a professional capacity for the Company (otherwise than as auditor) and he / she or his / her firm shall be entitled to remuneration for professional services as if he or she were not a Director;
- 18.8.5 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
- 18.8.6 shall not, save as he or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him or her (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 his or her duty under section 176 of the Act.

### *Right to Participate*

18.9 Subject to Article 18.1 and Article 18.4, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any director other than the chairman is to be final and conclusive.

18.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by the Deputy Chairperson (or if they are not present) the question is to be decided by a decision of the directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

### **19. Records of Decisions to be Kept**

19.1 The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

### **20. Directors' discretion to make further rules**

20.1 Subject to these 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.

## APPOINTMENT OF DIRECTORS

### **21. Number of Directors**

21.1 The number of Directors (other than Alternate Directors) shall number up to fourteen and shall comprise of the following Directors:

21.1.1 six Directors appointed pursuant to Article 22.1, of whom one shall be the Chairperson and one shall be the Deputy Chairperson ("**Independent Directors**"); and

21.1.2 eight Directors appointed pursuant to Article 22.2 ("**Nominee Directors**").

### **22. Methods of appointing Directors**

22.1 The Independent Directors (and any replacements from time to time required) shall be appointed pursuant to a public appointments process. This shall be managed by DCMS on behalf of the Company.

22.2 The Nominee Directors shall be appointed and removed as follows:

22.2.1 two Directors shall be appointed to and removed from office by DCMS;

22.2.2 one Director shall be appointed to and removed from office by the Host City;

22.2.3 one Director shall be appointed to and removed from office by West Midlands Combined Authority;

22.2.4 two Directors shall be appointed to and removed from office by CGA; and

22.2.5 two Directors shall be appointed to and removed from office by CGF.

22.3 Any appointment or removal of a Director pursuant to this Article 22 must be in writing and signed by or on behalf of the person appointing the Director pursuant to this Article 22 and served on the Sole Member and the Company at the Company's registered office, marked for the attention of the board of Directors or delivered to a duly constituted meeting of the Directors. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as may be specified in such notice.

22.4 If any Nominated Director ceases to be a Director in accordance with these Articles, the relevant appointor shall appoint promptly a replacement Director.

### **23. Appointment of Board Observers**

23.1 The Permanent Secretary of the Sole Member as Accounting Officer may act, and in addition, CGFP and LEPs shall each be entitled to appoint one person to act, as an observer at meetings of Directors and meetings of any committee of the Directors. Each observer shall be entitled to receive notice of, and attend and speak at, all meetings of Directors and meetings of any committee of the Directors (provided that they have given addresses to the Company to which such notices shall be sent) and to receive copies of all board papers and minutes as if a Director, but shall not be entitled to vote on any resolutions proposed.

### **24. Termination of Director's appointment**

24.1 A person ceases to be a Director as soon as:

24.1.1 in respect of a Nominee Director, when their appointment is terminated by their appointor pursuant to Article 22.3;

24.1.2 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

24.1.3 a Bankruptcy order is made against that person;

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

24.1.5 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 three months;

24.1.6 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;

24.1.7 both he and any Alternate Director appointed by him have, for more than six (6) consecutive months been absent without the permission of the other Directors from meetings of Directors held during that period and the Sole Member resolves that he has ceased to be a Director; or

24.1.8 they are otherwise removed by operation of law.



## **25. Appointment and Removal of Alternate Directors**

25.1 Any Director (other than an alternate Director) (the “**Appointor**”) may appoint as an alternate any other Director or, in the case of a Nominee Director, a Director or any other person to:

25.1.1 exercise that Director's powers; and

25.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the Alternate Director's Appointor, (“**Alternate Director**”).

25.2 Any appointment or removal of an Alternate Director must be effected by notice *in Writing to the Company (and to the Alternate Director, on removal) signed by the Appointor*, or in any other manner approved by the Directors.

25.3 The notice must:

25.3.1 identify the Alternate Director; and

25.3.2 in the case of a notice of appointment, contain a statement signed by the Alternate Director that he or she is willing to act as the alternate of the Appointor giving the notice.

## **26. Rights and Responsibilities of Alternate Directors**

26.1 An Alternate Director may not act as Alternate Director for more than one Director and has the same rights in relation to any decision of the Directors as their Appointor.

26.2 Except as these Articles specify otherwise, Alternate Directors are:

26.2.1 deemed for all purposes to be Directors;

26.2.2 liable for their own acts and omissions;

26.2.3 subject to the same restrictions as their Appointors; and

26.2.4 not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each Alternate Director has the same rights in relation to any decision of the Directors and any meetings of committees of the Directors as their Appointor. In particular, each Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his or her Appointor is a member.

26.3 A person who is an Alternate Director may, subject to him or her being an Eligible Director:

26.3.1 be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is an Eligible Director and is not participating); and

26.3.2 may Participate in a written unanimous decision of the Directors (but only if his or her Appointor is an Eligible Director in relation to that decision, but does not Participate).

26.4 A Director who is also an Alternate Director is entitled, in the absence of his or her Appointor, to a separate vote on behalf of each Appointor, in addition to his or her own vote on any decision of the Directors (provided that an Appointor for whom he or she exercises a separate vote is an Eligible Director in relation to that decision).

26.5 An Alternate Director may be paid expenses and may be indemnified by the Company to the same extent as if he or she were a Director but shall not be entitled to receive any remuneration from the Company for serving as an Alternate Director except such part (if any) of the remuneration otherwise payable to the Alternate Director's Appointor as the Appointor may by notice in Writing to the Company from time to time direct.

## **27. Termination of Alternate Directorship**

27.1 An Alternate Director's appointment as an alternate (in respect of a particular Appointor) terminates:

27.1.1 when the Alternate Director's Appointor revokes the appointment by notice to the Company and to the Alternate Director in Writing specifying when it is to terminate;

27.1.2 on the occurrence, in relation to the Alternate Director, of any event which, if it occurred in relation to the Alternate Director's Appointor, would result in the termination of the Appointor's appointment as a Director;

27.1.3 on the death of the Alternate Director's Appointor;

27.1.4 when notice in Writing is received by the Company from the Alternate Director that he is resigning as an Alternate Director of that Appointor and such resignation has taken effect in accordance with its terms; or

27.1.5 when the Alternate Director's Appointor ceases to be a Director for whatever reason.

## **28. Directors' remuneration**

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

28.2 Unless the Sole Member's prior written consent has been obtained, the Directors are not entitled to remuneration:

28.2.1 for their services to the Company as Directors; and

28.2.2 for any other service which they undertake for the Company.

## **29. Directors' expenses**

29.1 The Company may pay any reasonable expenses which the Directors (including alternate Directors) and the Secretary (if any) properly incur in connection with their attendance at:

29.1.1 meetings of Directors or committees of Directors;

29.1.2 general meetings; or

29.1.3 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 provided always that the Company shall not pay the time and flight costs associated with the observer and the Directors appointed by the CGF attending meetings.

### **30. Secretary**

- 30.1 The Directors may appoint any person who is willing to act as the Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

## **PART 3**

### **MEMBERS**

#### **BECOMING AND CEASING TO BE A MEMBER**

### **31. Applications for membership**

- 31.1 No person shall become a Member of the Company unless:
- 31.1.1 that person has completed an application for membership in a form approved by the Directors from time to time; and
- 31.1.2 the Directors and the Sole Member have approved the application in Writing.
- 31.2 The details of each successful applicant shall be entered into the Register of Members .

### **32. Termination of membership**

- 32.1 A Member may withdraw from membership of the Company by giving seven days' notice to the Company in Writing and any person ceasing to be a Member shall be removed from the Register of Members.
- 32.2 Membership is not transferable.
- 32.3 A person's membership terminates when that person dies or ceases to exist or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a Company (if a Company).

#### **DECISION MAKING OF MEMBERS**

### **33. Sole Member Decision Making**

- 33.1 At any time when the Company has only one member, any decision which may be taken by the Company in general meeting may be agreed by the Sole Member and shall be valid as if agreed by the Company in general meeting.
- 33.2 If the Sole Member takes any decision referred to in Article 33.1, the Sole Member shall (unless such a decision is made by way of a written resolution) provide the Company with a written record of the decision.
- 33.3 Failure to comply with Article 33.2 shall not affect the validity of any decision made by the Sole Member and a person dealing with the Company shall not be

concerned to inquire whether a written record has been provided to the Company in accordance with Article 33.2.

#### **34. Written Resolutions**

A resolution of the Sole Member may be passed as a written resolution in accordance with chapter 2 of part 13 of the Act.

#### **35. Calling General Meetings**

35.1 If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or the Sole Member may call a general meeting.

35.2 If, and for so long as the Company has only a single member, such Sole Member shall be entitled at any time to call a general meeting.

35.3 A person present in person or proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

#### **36. Attendance and speaking at general meetings**

36.1 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.

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

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

36.2.2 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.

36.3 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.

36.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

36.5 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.

#### **37. Quorum for general meetings**

37.1 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

#### **38. Chairing general meetings**

38.1 The Chairperson shall chair general meetings if present and willing to do so.

38.2 If a Chairperson has not been appointed, or if the Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- 38.2.1 the Deputy Chairperson shall chair the meeting if present and willing to do so. If a Deputy Chairperson has not been appointed, or if the Deputy Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start;
- 38.2.2 the Directors present or (if no Directors are present), the 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.
- 38.3 The person chairing a meeting in accordance with this Article is referred to as "the chairperson of the meeting".

### **39. Attendance and speaking by Directors and non-Members**

- 39.1 Directors may attend and speak at general meetings. ,
- 39.2 The chairperson of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

### **40. Adjournment**

- 40.1 If the persons attending a general meeting within half an hour 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.
- 40.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
- 40.2.1 the meeting consents to an adjournment; or
- 40.2.2 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.
- 40.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 40.4 When adjourning a general meeting, the chairperson of the meeting must:
- 40.4.1 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
- 40.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 40.5 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 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 40.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 40.5.2 containing the same information which such notice is required to contain.
- 40.6 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.

## VOTING AT GENERAL MEETINGS

### **41. Voting: general**

41.1 A resolution put to the vote of a general meeting must be decided on a show of hands. Each Member shall have one (1) vote.

### **42. Errors and disputes**

42.1 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.

42.2 Any such objection must be referred to the chairperson of the meeting whose decision is final.

### **43. Content of Proxy Notices**

43.1 Proxies may only validly be appointed by a notice in Writing (a "**Proxy Notice**") which:

43.1.1 states the name and address of the Member appointing the proxy;

43.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

43.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

43.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

43.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

43.3 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.

43.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

43.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

43.4.2 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.

### **44. Delivery of Proxy Notices**

44.1 A person who is entitled to attend, speak or vote 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. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any Proxy Notice delivered to the Company by or on behalf of that person shall be invalid.

44.2 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.

44.3 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.

44.4 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.

#### **45. Attorney of the Sole Member**

The Sole Member, as a corporation sole, shall be entitled at any time and from time to time to appoint an attorney(s) to act on the Sole Member's behalf in connection with all matters relating to the Sole Member's membership of the Company. Accordingly and without limitation:

45.1.1 the Sole Member shall, for the purposes of these Articles, be deemed to be present in person at any such meeting if any such attorney is present at it, and all references to attendance and voting in person shall be construed accordingly;

45.1.2 the Sole Member shall supply copies of current powers of attorney and any copies of any revocations of powers of attorney to the Directors; and

45.1.3 a vote given by such attorney at a general meeting or adjourned meeting or a signature to a written resolution shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting or signature of that written resolution.

#### **46. Amendments to resolutions**

46.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

46.1.1 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 chairperson of the meeting may determine); and

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

46.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

46.2.1 the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

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

46.3 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.

**PART 4**  
**ADMINISTRATIVE ARRANGEMENTS**

**47. Notices and communication**

47.1 Any notice, document or information shall be in writing and the following table sets out the method by which notices may be served and the respective deemed time and proof of service. All references to time are to local time in the place of deemed receipt:

Manner of Delivery	Deemed time of delivery	Proof of Service
Email (subject to Article 47.3)	9.00am on the first Business Day after sending	Dispatched in an emailed pdf form to the correct e-mail address without any error message.
Personal delivery	On delivery, provided that delivery is between 9.00am and 5.00pm on a Business Day. Otherwise, delivery will occur at 9.00am on the same Business Day (if delivery before 9.00am) or 9.00am on the next Business Day (if after 5.00pm).	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Recorded delivery or other service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Business Day. Otherwise, delivery will occur at 9.00am on the same Business Day (if delivery before 9.00am) or on the next Business Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.
Prepaid international air postal service with a requirement for signature on delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Business Day. Otherwise, delivery will occur at 9.00am on the same Business Day (if delivery before 9.00am) or 9.00am on the next Business Day (if after 5.00pm).	Properly addressed, prepaid and delivered as evidenced by signature of a delivery receipt



47.2 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.

47.3 Any notices served under these Articles may be served by email (unless these Articles specify otherwise).

47.4 The Company shall forthwith supply to the Sole Member a copy of any notice which may be given to or served on it in accordance with these Articles other than any notice which is served by the Sole Member.

47.5 Any notice to be given to the Sole Member shall also be copied (in hard copy and by e-mail) to such person as shall from time to time be notified to the Company in writing by the Sole Member.

47.6 Nothing in this Article 47 shall affect any provision of the Companies Acts requiring notices or Documents to be served, sent or supplied in a particular way.

#### **48. Right to inspect accounts and other records**

48.1 The Sole Member has the right to inspect any of the Company's accounting and/or other records or documents and the Company shall promptly provide the Sole Member with such financial and other information relating to the Company in such form as the Sole Member may from time to time request.

#### **49. Company seals**

49.1 Any common seal may only be used by the authority of the Directors.

49.2 The Directors may decide by what means and in what form any common seal is to be used.

49.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

49.4 For the purposes of this Article 49 , an authorised person is:

49.4.1 any Director of the Company;

49.4.2 the Secretary (if any); or

49.4.3 any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **50. Indemnity**

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

50.1.1 any costs, charges, losses expenses and liabilities incurred by that Director in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or

admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as Director, relief from any liability for negligence, default, breach of duty or breach of trust in the Company's affairs; and

50.1.2 any costs, charges, losses expenses and liabilities 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 Act).

50.2 This Article 50 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.

## **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.

In this Article 51:

51.1.1 a "relevant Director" means any Director or former Director of the Company or an associated company; and

51.1.2 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