



Company Number: SC304110

THE COMPANIES ACTS 1985 - 1989

*Company limited by guarantee
and not having a share capital*

**MEMORANDUM &
ARTICLES of ASSOCIATION**

of

British Curling

Incorporated on 16th June 2006
Amended 4th December 2013, 2nd December 2015
and 13th December 2017

The Companies Acts 1985

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MEMORANDUM of ASSOCIATION

of

British Curling

The Memorandum of Association sets out the Charitable Purposes of the Company and the Powers conferred upon it to enable it to achieve its Objects, confirms the limit of liability upon its Members and explains what is to happen to any surplus assets upon its dissolution.

Name

1. The Company's name is 'British Curling'.

Registered Office

2. The Company's registered office is situated in Scotland.

The Company's Context

3. The Company is the body recognised by the British Olympic Association, the British Paralympic Association and UK Sport as responsible for all the Great Britain Curling Teams. The Company is bound by the Constitution, the Protocols and the Regulations of the British Olympic Association and the British Paralympic Association.

The Objects

4. The Company's objects ("the Objects") are :
 - i) to represent and promote the best interests of British Elite Curling at UK and British Olympic and Paralympic levels;
 - ii) to be responsible for the preparation, selection and performance of the British teams for all events in which a British team is, or is to be, entered;
 - iii) to provide leadership, technical training and support to assist competitors to achieve their maximum potential;
 - iv) to work with the Home Nation governing bodies of curling, UK Sport, the British Olympic Association, the British Paralympic Association, and other organisations as appropriate, to create and maintain the infrastructure which will ensure that the selection to and performance of British Teams are the best available; and
 - v) to represent the interests of the Company with such other organisations as may be appropriate and to encourage and develop a spirit of voluntary or other commitment by others willing to assist the Company to achieve the Objects;.

Powers

In furtherance of the Objects, but not otherwise, the Company may exercise the following powers:-

- a) To provide advice, consultancy, training, tuition, expertise and assistance.

- b) To promote and carry out research, surveys and investigations and develop initiatives, projects and programmes.
- c) To employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Company.
- d) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections and to manage or operate the Company's property.
- e) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company.
- f) To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Company and to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust.
- g) To borrow or raise money on such terms and on such security as may be thought fit.
- h) To invest any funds which are not immediately required for the activities of the Company in such investments, securities or property as may be considered appropriate and to dispose of, and vary, such investments.
- i) To effect insurance of all kinds.
- j) To establish and support, or aid in the establishment and support of, any charitable associations or institutions and to subscribe or guarantee money for charitable purposes.
- k) To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any other organisation.
- l) To do all such other things in any part of the world as are incidental to the attainment of furtherance of the Objects or any of them.

Financial Constraints

5. The income and property of the Company shall be applied solely towards the promotion of the Objects 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 members of the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

- a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
- b) to any Director of out-of-pocket expenses;
- c) to a company of which a member of the Company or of its Board may be a member holding not more than one-hundredth part of the capital of such company.
- d) of reasonable and proper rent, as assessed independently, for premises let by any member of the Company or any of the Company's Directors.

Limits of Liability

6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amounts as may be required (not exceeding £1) to the assets of the Company if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities contracted before he or she ceases

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.

Dissolution

8. If, upon the winding up of or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions, having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, which failing as determined by the Board of Directors at or before the time of dissolution, which failing as determined by the Board of UK Sport.

THE COMPANIES ACTS 1985 - 1989

Company limited by guarantee and not having a share capital

ARTICLES of ASSOCIATION

of

British Curling

The Articles of Association provide the administrative constitution of the Company, establish its membership, providing for meetings of members, establish its board of management, providing for meetings of the board and confirming ancillary matters.

Definitions

1. (a) The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985, or as may be amended or re-enacted, shall not apply to the Company.
- (b) In these presents, the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context –

Words

Act

Articles

Board

Chairman

Clear days

Company

Ex Officio

In writing

Meanings

The Companies Act 1985 and every statutory modification and re-enactment thereof for the time being in force.

These Articles of Association, and the regulations of the Company from time to time in force.

The Board of Directors of the Company for the time being.

The Chairman for the time being, elected in accordance with Article 26.

In relation to a period of notice means that period including the day when the notice is given, or is deemed to be given, and the day for which it is given or on which it is to take effect.

The above-named Company.

a person holds a position (e.g. as a director or committee member) 'ex officio' if they do so by virtue of some other office they hold, and their position is therefore wholly dependent (and conditional) on them continuing to hold that office.

Written, printed, e-mailed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible form.

Independent Director shall be defined as a person who is free from any close connection to the organisation and if, from the perspective of an objective outsider, they would be viewed as independent. A person may still be deemed to be independent even if they are a member of the organisation and/or play the sport. Examples of a close connection include:

- a) They are or have within the last four years been actively involved in the organisation's affairs, eg as a representative of a specific interest group within the organisation such as a discipline, region or home country;
- b) They are or have within the last four years been an employee of the organisation, or;
- c) They have close family ties with any of the organisations's directors or senior employees.

Members The organisations which are members of the Company in terms of Article 3.

Month Calendar Month

Office the Registered Office of the Company.

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

- a) providing a sounding board for the chair;
- b) serving as an intermediary for the other directors when necessary;
- c) acting as an alternative contact for stakeholders to share any concerns if the normal channels of the chair or the organisation's management fail to resolve the matter or in cases where such contact is inappropriate; and
- d) leading on the process to appraise the chair's performance

(c) Any 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; and words importing persons shall include corporations.

(d) Headings are inserted for convenience only and do not affect the construction of these Articles.

(e) Subject as the aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2. The Company is established for the Objects expressed in the Memorandum of Association.

Membership

3. The subscribers to the Memorandum of the Association of the Company and such other organisations as are admitted to membership in accordance with the Articles shall be members of the Company. No organisation shall be admitted a member of the Company unless it is invited to do so by the Directors, having been approved by a majority of the Members together holding not less than seventy five per cent of the

total voting rights of the Company, which Members shall by the same majority determine also the number of votes being allocated to the new member. No individual person shall be a member of the Company, except in terms of Article 6 as a Trustee on behalf of an unincorporated association which has been admitted to membership as aforesaid.

4. The first Members of the Company shall be:
 - (a) **The Royal Caledonian Curling Club**, incorporated as a company limited by guarantee and without a share capital in Scotland under Company Number SC232571 and having its Registered Office and its principal place of business at Ochil House, Springkerse Business Park, Stirling, FK7 7XE;
 - (b) **English Curling Association**, an unincorporated association constituted on 24 November 1971 and having its principal place of business at 14 Donnelly Drive, Bedford, MK41 9TU;
 - (c) **Welsh Curling Association**, an unincorporated association constituted in 1982 and having its principal place of business at 27 Holm Lane, Oxton, Birkenhead, Merseyside, CH43 2HN;
 - (d) **Scottish Wheelchair Curling Association**, an unincorporated association constituted in 2006 and having its principal place of business at Ochil House, Springkerse Business Park, Stirling, FK7 7XE;

and their respective successors, each given the number of votes allocated in terms of Article 21.

5.
 - (a) Each Member organisation which is not an unincorporated association shall, within one month of admission to membership, appoint one named Authorised Representative and one named Depute. The Authorised Representative, whom failing the Depute, shall represent and act for such Member at all General Meetings of the Company. The Depute may represent and act for such Member only in the absence of the Authorised Representative.
 - (b) Any change in the appointment of an Authorised Representative, and/or of a Depute, may be made at any time by the appointing Member, but only by written notice served by the appointing member at the Office. Such notice will take effect two clear days after its receipt at the Office to allow sufficient time for the appointing Member to serve a copy of the notice to anyone named therein.
 - (c) In the case of any dispute as to the correct Authorised Representative and/or Depute serving at any time, the matter will be settled by the Secretary in accordance with the most recent notice validly received at the Office.
6.
 - (a) Each member organisation which is an unincorporated association shall nominate its Chairman as the named member of the Company as trustee on its behalf (or such other person or persons which may specifically be provided for within its own constitution). Each such unincorporated association must intimate to the Office the name and contact address of its Chairman (or such other person or persons) within one month both of its admission to membership and of any change or changes therein.
 - (b) Within one month of admission to membership, each Member which is an unincorporated association shall appoint one named Authorised Representative and one named Depute all in terms of Article 5(a) – (c).
7. Any Member, or Authorised Representative or Depute thereof, may no longer serve as such in any one or more of the following events:

- (a) if by notice in writing to the Office he, she or it resigns his, her or its membership; or
 - (b) if, being an individual, he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
 - (c) if, being an individual, he or she becomes prohibited from being a director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986 and every statutory modification and re-enactment thereof respectively for the time being in force; or
 - (d) if, being an individual, he or she dies; or
 - (e) if, being an organisation, it goes into receivership, goes into liquidation dissolves or otherwise ceases to exist.
8. Membership is neither transferable nor assignable to any other individual or organisation.

General Meetings of Members

9. Unless the Company has elected by Elective Resolution to dispense with the holding of Annual General Meetings, the Company shall hold at least one General Meeting in every calendar year, to be held at such time and place as may be determined by the Board, and shall specify each of these meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than 15 months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within 18 months after its incorporation it need not hold it in the year of its incorporation or in the following year.
10. All General Meetings, other than the Annual General Meetings, shall be called Extraordinary General Meetings. An Extraordinary General Meeting may be convened by the Board or at the instance of any two or more Members of the Company.
11. An Annual General Meeting, and an Extraordinary General Meeting called for the passing of a Special Resolution, shall be called by at least 28 clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:-
- i) In the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - ii) In the case of any other General Meeting, by a majority of the Members having a right to attend and vote being a majority together holding not less than seventy five per cent of the total voting rights of the Company.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting shall specify the meeting as such. The notice shall be given to all the Members and to the Directors and to both the Secretary and the independent financial examiner of the Company. The notice shall also be given to any such other organisations as may be specified, from time to time, by the Directors.

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

Proceedings at General Meetings

13. (a) The business of each AGM shall include:

- (i) the report by the Chairman on the activities of the Company since the last Annual General Meeting;
 - (ii) the report of the independent financial examiner;
 - (iii) approval of the annual accounts of the Company; and
 - (iv) appointment of the independent financial examiner.
 - (b) The business of any other General Meeting shall include the report by the Chairman on the activities of the Company since the last General Meeting.
14. No business shall be transacted at a General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, three Members, present through their Authorised Representatives or Deputies, shall be a quorum. For so long as the Company has fewer than three Members, all the Members shall constitute a quorum.
15. If within half an hour from the time appointed for the holding of a General Meeting, a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day the next week, at the same time and place, or at such other place as the Board may determine.
16. The Chairman shall chair every General Meeting, but if at any meeting he or she shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some Director, or if no such person be present, or if all Directors present decline to take the chair, they shall choose some member of the Company who shall be present to chair the meeting.
17. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at any adjourned meeting.
18. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands.
19. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote.
20. A resolution in writing signed by or on behalf of all or a sufficient majority of the Members shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such resolution may consist of several documents in the same form, each signed by or on behalf of one or more members.

Voting of Members at General Meetings

21. Subject as hereinafter provided, every Member shall have the number of votes indicated below, to be exercised by the Member's Authorised Representative or Depute:
- (a) **The Royal Caledonian Curling Club** – 4 votes;
 - (b) **English Curling Association** – 2 votes; together with 1 vote on behalf of the English wheelchair curlers, for so long as said curlers do not have their own organisation which has become a Member of the Company (at which time

that 1 vote would be allocated instead to such Member organisation representing English wheelchair curlers);

- (c) **Welsh Curling Association** – 2 votes; together with 1 vote on behalf of the Welsh wheelchair curlers, for so long as said curlers do not have their own organisation which has become a Member of the Company (at which time that 1 vote would be allocated instead to such member organisation representing Welsh wheelchair curlers; and
 - (d) **Scottish Wheelchair Curling Association** – 2 votes.
22. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
23. Votes may be given personally on behalf of each Member by its Authorised Representative or Depute.

Board of Directors

24. Until and unless otherwise determined by the Company in General Meeting (but not retrospectively), there shall be a maximum of 9 members of the Board and the minimum number shall be one.
25. The first members of the Board shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act, who shall serve as an Interim Board until the first Annual General Meeting of the Company.
26. From and after the first Annual General Meeting of the Company, the Board shall comprise up to nine directors detailed below. Byelaw 1 sets out the process for the appointment of Directors. Not less than 25% of the directors shall be independent and one of the independent directors shall hold the position of Senior Independent Director.
- i. **The Chairman**, who shall be appointed by the appointment process as detailed in Byelaw 1. The appointment will normally take place from 1st September following the Winter Olympic and Paralympic Games. The Chairman may serve no more than two terms in office.
 - ii. **Up to Five Ordinary Directors**, who shall be appointed to serve for a term of four years. An Ordinary Director may serve no more than two terms unless elected or appointed to the Board in another capacity. One of the Ordinary Directors shall be nominated by the Board as a representative of the players.
 - iii. **The Royal Caledonian Curling Club's chairman or their nominated director from the board of RCCC**, who shall be automatically appointed, *ex-officio*, as a Director of British Curling. The Director in this position may serve no more than two terms unless elected or appointed to the Board in another capacity.
 - iv. **Up to two Co-opted Directors**, who may be appointed by the Board at any time to provide additional skills perceived as necessary and appropriate to the Board. A Co-opted Director shall serve until the next AGM after his or her co-option. A Co-opted Director can be re-co-opted at such next AGM. A Co-opted Director can be removed from office at any time by a simple majority of the Board. For the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings which he or she attends. A person appointed in this capacity may serve no more than 8 years in total as a director.

27. In the event of any vacancy arising in any of the Chairman or Ordinary Directors, for whatever reason, the Board shall fill the casual vacancy until the next ensuing Annual General Meeting, at which time the members shall appoint a successor.
28. The Board may invite representatives of other organisations, or individuals, to attend meetings of the Board as non-voting observers. These may include, but are not limited to:
 - i. A representative of sportscotland
 - ii. A representative of UK Sport
 - iii. A representative of the British Olympic Association
 - iv. A representative of the British Paralympic Association
 - v. A representative of Disability Sport.
29. Any Director must cease to be a Director in any one or more of the following events:
 - (a) if by notice in writing to the Office he or she resigns his or her or Directorship; or
 - (b) if he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
 - (c) if he or she becomes prohibited from being a director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986 and every statutory modification and re-enactment thereof respectively for the time being in force; or
 - (d) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity, as certified if necessary by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or
 - (e) if he or she is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
 - (f) if he or she dies.

Powers of the Board of Directors

30. The affairs of the Company shall be directed and managed by the Board. The Board may exercise all such powers of the Company, and do on behalf of the Company all acts as may be exercised and done by the Company, other than those required to be exercised or done by the members in General Meeting, and subject always to these Articles and to the provisions of the Act.
31. The Directors may act notwithstanding any vacancy in the Board; provided always that in case the Directors shall at any time be or be reduced in number to one, it shall be lawful for him or her to act as the Board for the purposes of admitting persons to membership of the Company, filling up vacancies in the Board, or summoning a General Meeting, but not for any other purpose.

Personal Interests

32. Any Director and/or employee who has a personal interest in any prospective or actual contract or other arrangement with the Company must declare that interest either generally to the Board or specifically at any relevant meeting of the Company. A personal interest includes not only the interest of the Director or employee in question, but also his or her partner, close relative or business associate, or any firm of which he is a partner or employee, or any limited company of which he is a director, employee or shareholder of more than 5% of the equity.

33. Additionally, the Board may resolve at any time to require all Directors and employees to deliver a Notice of Relevant Interests to the Office, as they arise and at least annually. In that event, the Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Company and, with the express prior written approval of the Director or employee concerned, by members of the public.
34. Whenever a Director finds that there is a personal interest, as defined in Article 32, he or she has a duty to declare this to the Board meeting in question. It will be up to the chairman of the meeting in question to determine:
- (a) whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
 - (b) whether the Director in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
 - (c) whether the Director in question should be required to be absent during that particular element of the meeting and, in terms of Article 35, where a Director leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.

Proceedings of the Board

35. The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, four Directors shall be a quorum.
36. Questions arising at any meeting shall be decided by a voting on a show of hands. Each Director shall have one vote. All matters shall be determined by a simple majority of votes. In case of an equality of votes, the Chairman (or chairman of the meeting) shall have a second and casting vote.
37. The Board shall meet as often as necessary and will meet not less than four times in each calendar year.
38. The Chairman may, and, at the request of a Director, the Chairman shall, at any time, summon a meeting of the Board by notice served upon all Directors. A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting.
39. The Chairman shall chair meetings of the Board. Should the Chairman be absent or unwilling to take the chair, then the Directors present shall choose one of their number to chair the meeting.
40. The Board may delegate any of its powers to committees consisting of such Directors and others as it thinks fit so as to ensure that sufficient knowledge and skills are within each Committee so formed. Any committee so formed shall, in the exercise of the powers so delegated, conform to the remit, reporting requirements and any other regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating meetings and proceeding of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board.
41. All acts bona fide done by any meeting of the Board or of any committee of the Board or by any Director, shall, notwithstanding it be afterwards discovered that there

was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every person had been duly appointed or had duly continued in office and was qualified to be a Director.

42. The Board shall cause proper records to be kept of all written resolutions (and of the signatures). The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Company and of the Board and of committees of the Board, and all business transacted at such meetings. All such records (and signatures) and minutes shall be entered in books provided for the purpose. Any such record purporting to be signed by a Director shall be evidence of the proceedings in agreeing to the written resolution and until the contrary is proved the requirements of the Act with respect to those proceedings shall be deemed to be complied with. Any such minutes of any meeting if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
43. A resolution in writing whether in one or several documents in the same form each signed by all the Directors or by all members of any committee of the Board who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted

The Company Secretary

44. The Secretary shall be appointed by the Board upon such remuneration and such conditions as it may think fit, and any Secretary so appointed may be removed by it. The Board may from time to time by resolution appoint a Minute Secretary.

Accounts

45. The Board shall cause accounting records to be kept in accordance with the requirements of the Act.
46. The accounting records shall be kept at the Office, or, subject to the provisions of the Act, at such other place or places as the Board shall think fit, and shall always be open to the inspection of the officers of the Company.
47. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of members not being officers of the Company and no member (not being an officer) shall have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Board or by the Company in General Meeting.
48. The Board shall from time to time in accordance with the provisions of the Act cause to be prepared such income and expenditure accounts, balance sheets and reports as are required by the Act. The Board shall send a copy of the annual accounts together with a copy of the Board's report for that financial year and a copy, in the event that the Company has appointed an independent financial examiner to report on these accounts to the independent financial examiners, if so appointed, not less than 21 days before the date of the meeting at which those documents are to be laid, or where there is in force an election by Elective Resolution to dispense with the laying of accounts and report not less than 28 days before the end of the period allowing for laying and delivering the same.

Notices

49. A notice may be served by the Company upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its registered address as appearing in the Register of Members.
50. Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.
51. A member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
52. The business of the Company and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax or e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Company where the Company has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet.

Bye Laws

53. The Board may from time to time make such Bye Laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular without prejudice to the generality of the foregoing it may be such Bye Laws regulate: -
 - i) The admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members.
 - ii) The conduct of members of the Company in relation to one another, and to the Company's employees.
 - iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times for any particular purpose or purposes.
 - iv) The procedure at General Meetings and meetings of the Board and committees of the Board in so far as such procedure is not regulated by these presents.
 - v) The procedure for seeking nominations for the posts of Chairman and Directors and for assessing their suitability for the posts.
 - vi) The appointment of panels and their procedures covering matters including but not limited to Discipline, Anti-Doping, Appeals against decisions or selection, Child and Vulnerable Adult Protection.
54. The Company in General Meeting shall have the power to alter or repeal the Bye Laws and to make additions thereto and the Board shall adopt such means as it deems sufficient to bring the notice of the members of the Company all such Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company. In the event that any Bye Law is inconsistent then the Memorandum and Articles shall prevail.

Indemnity

55. Subject to the terms of the Act and without prejudice to any other indemnity, the Directors, or member of any sub-committee, the Company Secretary and all employees of the Company shall be indemnified out of the funds of the Company against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Company and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.
56. The Board shall have the power to purchase and maintain for any Director, employee or independent financial examiner of the Company insurance against personal liability for acts properly undertaken by them or undertaken by them in breach of trust but under an honest mistake.

Winding Up

57. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall apply and have effect as if the provisions thereof were repeated in these Articles.

Byelaw 1 Appointment process for Directors

Directors will be selected and appointed to the Board by an Appointments Committee following a formal, rigorous and transparent process that is competence based and is conducted in accordance with British Curling's recruitment policy. Each Director shall be selected according to his or her ability, experience and expertise to fulfil the specific role on the Board where appropriate.

The Appointments Committee for all positions shall comprise of three directors (one being the Chairman when that position is not being considered), the Chief Operating Officer manages the process but does not have a vote. Independent directors should be in the majority on the appointments committee. Representatives of the funding bodies may be invited to participate in selection process, without having a vote.

In 2014: all six director positions will be appointed: three directors for 4 years, and three for 2 years. Thereafter three directors will be appointed every two years. The Chairman will always be appointed for the duration of the quadrennial. This is shown in the diagram below.

Director	Year	2014	2015	2016	2017	2018	2019	2020	2021	2022
A (Chairman)		4				4				4
B (Director)		4				4				4
C (Director)		4				4				4
D (Director)		2		4				4		
E (Director)		2		4				4		
F (Director)		2		4				4		

From 2014, the timetable for appointment of Directors will be as follows:

June advertise the position of Chairman/Director

July/Aug interview and selection of Chairman/Director

This timetable allows for the board to be in place and approve the budget before the start of the new financial year which commences on 1st October.

From 2016, each Director shall be appointed for a period of four years from the AGM at which his or her appointment is confirmed but shall be eligible for reappointment at the end of his or her respective term of office subject to the terms of Article 26.

For the avoidance of doubt, for those directors referred as D, E and F in the table above, the two year period 2014-2016 will not be considered as a term when calculating number of terms served as a director. In all other instances a period of more than 2 years will count as a full term.

At least four years must elapse before a director may return to the board having completed their full term.