



THE COMPANIES ACT
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL
ARTICLES OF INCORPORATION
OF
THE JAMAICA BOBLSEIGH and SKELETON FEDERATION

Adopted by Special Resolution dated 23 September 2016



The Companies Act

Company Limited by Guarantee and not having a Share Capital

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The Companies Act

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Jamaica Bobsleigh and Skeleton Federation Limited

Adopted by Special Resolution dated 23 September 2016

INTERPRETATION

1. Defined terms

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

OBJECTS AND POWERS

2. Objects

The objects of the Company are:

- 2.1 to act as the official governing body of bobsleighbing and skeleton carried out by British bobsleigh and skeleton riders;
- 2.2 to encourage, promote, develop and control bobsleighbing and skeleton in the United Kingdom amongst all sections of the community;
- 2.3 to arrange and provide for, or join in arranging and providing for, the holding of courses for the instruction and teaching of bobsleighbing and skeleton to teachers, coaches, instructors, bobsleighbers and skeleton riders and any other persons and for the holding of meetings, lectures and classes calculated directly or indirectly to further the promotion and development of bobsleighbing and skeleton;
- 2.4 to promote and organise or assist in promoting and organising the holding of bobsleighbing and skeleton meetings, championships, competitions, demonstrations and events, to select competitors to represent the Company and Great Britain;
- 2.5 to lay down and enforce rules and regulations covering all aspects of bobsleighbing and skeleton, to improve the management of bobsleighbing and skeleton meetings by the establishment of uniform regulations, to define the status and prescribe the conduct of bobsleighbing and skeleton and to deal repressively with any abuses in bobsleighbing and skeleton;
- 2.6 to give prizes, medals and other awards in connection with bobsleighbing and skeleton;
- 2.7 to purchase, hire, make, supply, sell or provide and maintain and deal in all kinds of equipment and apparatus used by or in connection with the sport of bobsleighbing and skeleton;



- 2.8 to act as the representative member of bobsleigh and skeleton for Great Britain in international affairs and to affiliate to, and carry out functions delegated to it by, FIBT and other relevant bodies; and
- 2.9 to develop and nurture relationships between the Company and the Ministry of Sports, the Sports Development Foundation, other funding and national sporting organizations, The Jamaica Olympic Association, FIBT and any relevant Government departments.

3. Powers

The Company has the power to do all such things as are incidental or conducive to the furtherance of its objects and, in particular, but without limitation, may:

- 3.1 provide and assist in the provision of money, materials or other help;
- 3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures, seminars, workshops, training sessions and other educational activities;
- 3.3 publish, distribute and broadcast books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.5 enter into contracts to provide services to or on behalf of other bodies;
- 3.6 develop projects and enter into agreements with third parties;
- 3.7 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.8 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 3.9 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 3.10 set aside funds for special purposes or as reserves against future expenditure;
- 3.11 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.12 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;



- 3.14 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;
- 3.15 accept (or disclaim) gifts of money and any other property;
- 3.16 raise funds by way of subscription, donation or otherwise;
- 3.17 incorporate and acquire subsidiary companies;
- 3.18 engage and pay employees, consultants and professional or other advisers;
- 3.19 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.20 establish and support or aid in the establishment and support of any other organisations;
- 3.21 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.22 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;
- 3.23 provide indemnity insurance for the Directors or any other officer of the Company;
- 3.24 become a member, associate or affiliate of or act as trustee or appoint trustees or directors of any other organisation;
- 3.25 carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously carried on by the Company; and
- 3.26 do all such things as will further the attainment of the Objects of the Company or any of them.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

Permitted benefits to members, Directors and Connected persons

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member or Director or person Connected to a Director of the Company, provided that nothing shall prevent any payment in good faith of the Company of:

- 4.2.1 a benefit from the Company in his, her or its capacity as a beneficiary of the Company;



- 4.2.2 a reimbursement by the Company for, or payment out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
- 4.2.3 reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors (including, in the case of a Director, for the service of acting as Director and services performed under a contract of employment with the Company);
- 4.2.4 interest at a reasonable and proper rate on money lent to the Company;
- 4.2.5 reasonable and proper rent for premises let to the Company;
- 4.2.6 payment of reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.23; and
- 4.2.7 payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6

provided that where benefits are conferred under this Article 4.2 to any Director, Article 21 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

Every member of the Company undertakes to contribute such amount as may be required (not exceeding \$1,000) to the Company's assets if it should be wound up whilst he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributions among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts, and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.



DIRECTOR

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Directors' general authority

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

8. Chair

The Shareholders may appoint one of the Directors to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

9. Directors may delegate

9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

9.3 Any delegation by the Directors may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

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

9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

10. Committees

10.1 In the case of delegation to committees:

- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
 - 10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
 - 10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget allocated to that committee which has been approved by the Directors.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.
- 10.3 The Directors may appoint individuals to a Nominations Committee and make rules of procedure in relation to the Nominations Committee in accordance with Article 10.1.

11. Delegation of day to day management

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

- 11.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
- 11.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 11.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

12. Bye-laws

- 12.1 The Directors may from time to time make, repeal or alter such bye-laws as they think fit as to the management of the Company and its affairs. The bye-laws shall be binding on all members and associate members of the Company. No bye-law shall be inconsistent with the Companies Acts, the Articles or any rule of law.



- 12.2 The bye-laws under Article 12.1 may regulate the following matters but are not restricted to them:
- 12.2.1 the duties of any officers or employees of the Company;
 - 12.2.2 the admission of associate members of the Company, the establishment of the Membership Association in accordance with Article 31 and any subscriptions, fees or payments to be made by associate members;
 - 12.2.3 the conduct of business of the Directors or any committee (including, without limitation, how the Directors make decisions and how such rules are to be recorded or communicated to Directors).
 - 12.2.4 any of the matters or things within the powers or under the control of the Directors; and
 - 12.2.5 generally, all such matters as are commonly the subject matters of the company rules.

13. Power to change name of Association

The Directors may change the name of the Company at any time by majority decision of the Directors at a meeting.

DECISION-MAKING BY DIRECTORS

14. Directors to take decisions collectively

Any decision of the Directors must be either:

- 14.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 19); or
- 14.2 a unanimous decision taken in accordance with Article 20.

15. Calling a Directors' meeting

- 15.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 15.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
 - 15.2.1 all the Directors agree; or
 - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Directors' meetings must be given to each Director.
- 15.4 Every notice calling a Directors' meeting must specify:
 - 15.4.1 the place, day and time of the meeting;



- 15.4.2 the general nature of the business to be considered at such meeting; and
 - 15.4.3 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.
- 15.5 Notice of Directors' meetings need not be in Writing.
- 15.6 Article 32 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

16. Participation in Directors' meetings

- 16.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 16.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 16.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

17. Quorum for Directors' meetings

- 17.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three.
- 17.3 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 to propose the appointment of further Directors to the Shareholders.

18. Chairing of Directors' meetings

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

19. Casting vote

- 19.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.



19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. Unanimous decisions without a meeting

20.1 A decision is taken in accordance with this Article when all of the Directors indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Directors cannot rely on this Article to make a decision if one or more of the Directors has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote.

20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

20.3 A decision which is made in accordance with this Article 20 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

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

20.3.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 20.3;

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

20.3.4 the Recipient must prepare a minute of the decision in accordance with Article 36 (minutes).

21. Conflicts of interest

Declaration of interests

21.1 Unless Article 21.2 applies, a Director must declare the nature and extent of:

21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

21.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.



Participation in decision-making

- 21.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a simple majority decision of the other Directors taking part in the decision-making process.
- 21.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 21.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:
- (a) any benefit received in his, her or its capacity as a beneficiary of the Company (as permitted under Article 4.2.1) and which is available generally to the beneficiaries of the Company;
 - (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.23;
 - (c) payment under the indemnity set out in Article 6; and
 - (d) reimbursement of expenses in accordance with Article 4.2.2; or
- 21.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;
- in which case he or she must comply with Article 21.5.
- 21.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:
- 21.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;
- 21.5.2 not be counted in the quorum for that part of the process; and
- 21.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 21.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:
- 21.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and



21.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

22. Register of Directors' interests

The Directors must cause a register of Directors' interests to be kept.

23. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

24. Director's discretion to make further rules

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

APPOINTMENT AND RETIREMENT OF DIRECTORS

25. Number of Directors

25.1 There shall be at least five Directors and a maximum of twelve Directors comprised of:

25.1.1 up to one Membership Association Director;

25.1.2 up to ten Recruited Directors; and

25.1.3 at the discretion of the Directors, the chief executive officer of the Company from time to time

provided that at least 25% of the Directors at any one time shall be Independent Directors.

26. Appointment of Directors and retirement of Directors by rotation

26.1 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Director subject to the provisions of these Articles.

Recruited Directors

26.2 Subject to Article 26.3, the Shareholders shall have the power to appoint up to six Recruited Directors.



- 26.3 Candidates for the office of a Recruited Director shall be required to go through an open recruitment process overseen by the Nominations Committee. This process should be competency based.
- 26.4 At every Annual Retirement Meeting each Recruited Director shall retire from office. The retirement takes effect at the conclusion of the meeting.
- 26.5 The Annual Retirement Meeting shall be the meeting of the Directors at which the accounts of the Company are adopted.
- 26.6 Subject to Article 26.7, retiring Recruited Directors may be reappointed.
- 26.7 A Recruited Director who has served for nine consecutive terms of office may not be reappointed.

Membership Association Director

- 26.8 The first Membership Association Director shall be appointed by the Directors until the first Membership Association AGM to be held in 2017 whereupon the Membership Association Director shall be elected in accordance with Article 26.9.
- 26.9 The Membership Association Director shall be elected by the Membership Association from a short list of candidates presented to the Directors by the Membership Association for approval by the Directors (such approval not to be unreasonably withheld) in accordance with the bye-laws adopted by the Directors in accordance with Article 12. The term of office of the Membership Association Director shall commence at the Membership Association AGM following his or her election.
- 26.10 At every Membership Association AGM, the Membership Association Director shall retire from office. The retirement takes effect at the conclusion of the meeting. The retiring Membership Director may be reappointed in accordance with article 26.9 save that a Membership Director who has served for nine consecutive terms of office may not be reappointed. If any vacancy occurs in the office of the Membership Association Director between Membership Association AGMs, the Directors may co-opt a member of the Membership Association Committee to fill the vacancy. Any co-opted member of the Board of Directors shall retire from office at the next Membership Association AGM unless reappointed in accordance with Article 26.9.

Minimum age

- 26.11 No person may be appointed as a Director unless he or she has reached the age of 16 years.

General

- 26.12 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

27. Disqualification and removal of Directors

A Director shall cease to hold office if:



- 27.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2004, or is prohibited from being a director by law;
- 27.2 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 27.3 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- 27.4 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;
- 27.5 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than Jamaica which have an effect similar to that of bankruptcy;
- 27.6 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 27.7 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed by a simple majority of those present that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors;
- 27.8 in relation to the Membership Association Director, he or she ceases to be a member of the Membership Association;
- 27.9 in relation to the chief executive officer of the Company, if he or she ceases to be the chief executive officer of the Company; or
- 27.10 he or she ceases to be a member of the Company.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28. Members

- 28.1 The Directors from time to time shall be the only members of the Company.
- 28.2 A Director shall become a member on becoming a Director. All new Directors are treated as having agreed to become members of the Company.
- 28.3 A member shall cease to be a member if he or she ceases to be a Director.
- 28.4 Membership is not transferable and shall cease on death.



DECISION-MAKING BY MEMBERS

29. Members' meetings and written resolutions

- 29.1 The Directors may call a general meeting of the members at any time.
- 29.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 29.3 The members may pass written resolutions in accordance with the Companies Acts.

WRITTEN RESOLUTIONS

30. Written resolutions

The members may pass written resolutions in accordance with the Companies Acts. All such resolutions are subject to approval by the Shareholders.

- 30.1 Subject to this Article 30 a written resolution agreed by:
 - 30.1.1 members representing a simple majority; or
 - 30.1.2 (in the case of a special resolution) members representing not less than 75%;of the total voting rights of eligible members shall be effective.
- 30.2 On a written resolution each member shall have one vote.
- 30.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 30.4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 30.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 30.6 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 30.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 30.8 Communications in relation to written resolutions must be available from the Company Secretary.



Signifying agreement

- 30.9 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 30.9.1 identifying the resolution to which it relates; and
 - 30.9.2 indicating the member's agreement to the resolution.
- 30.10 For the purposes of Article 32.9:
- 30.10.1a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - 30.10.2a Document sent or supplied in Electronic Form is sufficiently authenticated if:
 - (a) the identity of the sender is confirmed in a manner specified by the Company; or
 - (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 30.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

MEMBERSHIP ASSOCIATION

31. Membership Association

- 31.1 The Directors may establish classes of associate membership which shall have such rights and obligations (including without limitation on the obligation to pay a subscription) as the Directors think fit and the Directors may admit and remove such associate members in accordance with such bye-laws as they shall make, provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts, unless they are elected or appointed as Directors of the Company under Article 26.
- 31.2 The Directors shall establish a class of associate membership known as the Membership Association. Members of the Membership Association shall have such rights and obligations (including without limitation on the obligation to pay a subscription) as the Directors think fit and the Directors may admit and remove members of the Membership Association in accordance with such bye-laws as they shall make, provided that no such members of the Membership Association shall be members of the Company for the purposes of the Articles or the Companies Acts, unless they are elected or appointed as Directors of the Company under Article 26.



- 31.3 The Directors may establish a Membership Association Committee and the function of such advisory committee shall be to consult and communicate with the Membership Association and such other tasks delegated to it by the Directors from time to time. The Directors may make rules of procedure in relation to the Membership Association Committee in accordance with Article 12.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

32. Communications by the Company

Methods of communication

- 32.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2004 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:

32.1.1 in Hard Copy Form;

32.1.2 in Electronic Form; or

32.1.3 by making it available on a website.

- 32.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

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

Deemed delivery

- 32.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

- 32.5 Where any Document or information is sent or supplied by the Company to the members:

32.5.1 where it is sent by bearer it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

32.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;



32.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

- (a) when the material was first made available on the website; or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

32.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

32.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:

32.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;

32.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

32.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

32.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

32.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside Jamaica, or to a member for whom the Company does not have a current Address.

33. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company.

34. Secretary

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:



34.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

34.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

35. Irregularities

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

36. Minutes

The Directors must cause minutes to be made:

36.1 of all appointments of officers made by the Directors;

36.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

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

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

37. Records and accounts

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

37.1 annual reports;

37.2 annual returns; and

37.3 annual statements of account.

38. Exclusion of model articles

The relevant model articles for a Association limited by guarantee are hereby expressly excluded.



WINDING UP

39. Winding up

If any property remains after the Company has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Company (except to a member that is itself an Association which would qualify to benefit under this Article), but must be given to some other sporting institution or institutions with similar objects to the Company 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 Article 4. The institution or institutions to benefit must be chosen by resolution of the Directors at or before the time of winding up or dissolution.



SCHEDULE

INTERPRETATION

Defined terms

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

Term	Meaning
1.1 “Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2 “Articles”	the Company’s articles of association;
1.3 “Association”	Jamaica Bobsleigh Federation Ltd;
1.4 “Chair”	has the meaning given in Article 8;
1.5 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 “Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8 “Connected ”	in relation to a Director means any person falling within any of the following categories: <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Director; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with the Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which the Director is a paid director, member, partner or employee, or shareholder holding



more than 1% of the capital;

- 1.9 **“Director”** a director of the Company, and includes any person occupying the position of director, by whatever name called; and
- 1.10 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.11 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.12 **“FIBT”** The International Bobsleigh & Skeleton Federation, also known as the Federation Internationale de Bobsleigh et de Tobogganing (FIBT);
- 1.13 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.14 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.15 **“Independent Directors”** a Director of the Company who is not a member of the Membership Association Committee and does not hold or has not held in the past 10 years a leadership role in bobsleigh or skeleton;
- 1.16 **“Membership Association”** the group of associate members admitted in accordance with Article 31.2;
- 1.17 **“Membership Association AGM”** the annual general meeting of the Membership Association, held in accordance with any by-laws of the Membership Association;
- 1.18 **“Membership Association Committee”** has the meaning in Article 31.3;
- 1.19 **“Membership Association Director”** the director appointed by the Membership Association under Articles 26.8 to 26.10;
- 1.20 **“Nominations Committee”** has the meaning in Article 10.3;
- 1.21 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;



- 1.22 **“Recruited Director”** means persons who are recruited by the Directors to the Board of Directors under Articles 26.2 to 26.7;
- 1.23 **“Secretary”** the secretary of the Company (if any);
- 1.24 **“Shareholder”** means the holder of a share issued by a company
- 1.25 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2004 as in force on the date when the Articles became binding on the Company.

