

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association
of
B.J.C. British Judo Foundation

Bates Wells & Braithwaite London LLP
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207908.0001

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Memorandum of Association of B.J.C. British Judo Foundation

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

B.J.C.

Company number: 01515112

Dated 24 November 2010

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of
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Articles of Association of B.J.C. British Judo Foundation

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

2.1 The objects of the Charity are for the public benefit:

2.1.1 to promote or assist in promoting community participation in healthy recreation by providing facilities for judo (“facilities” means organising sporting activities, equipment, buildings and land);

2.1.2 to provide or assist in the provision of facilities for recreation and other leisure time occupation in the interests of social welfare and with the object of improving the conditions of life for those for whom the facilities are provided;

2.1.3 to advance and assist in advancing education;

2.1.4 to relieve poverty;

2.1.5 to preserve and protect health;

2.1.6 to promote any other purpose which is charitable according to English law.

2.2 Throughout these Articles ‘charitable’ means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing the constitution of the charity is the law of England and Wales.

3. Powers

To further its objects the Charity 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, competitions, tournaments and other educational activities;

- 3.3 publish and distribute 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 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.6 enter into contracts to provide services to or on behalf of other bodies;
- 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 Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 1993);
- 3.9 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds (the Charity must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land);
- 3.10 set aside funds for special purposes or as reserves against future expenditure;
- 3.11 invest the Charity'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 Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions 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 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.18 incorporate subsidiary companies to carry on any trade;

- 3.19 subject to Article 4:
- 3.19.1 engage and pay employees, consultants and professional or other advisers; and
 - 3.19.2 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 and subscribe, lend or guarantee money or property for charitable purposes;
- 3.21 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.22 undertake and execute charitable trusts;
- 3.23 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.24 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.25 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.26 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.27 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 73F of the Charities Act 1993 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 73F(1) shall be treated as references to officers of the Charity); and
- 3.28 do all such other lawful things as may further the Charity's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

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

Permitted benefits to the Member

- 4.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Member of the Charity. This shall not prevent any payment in good faith by the Charity of:

- 4.2.1 any payments made to the Member in its capacity as a beneficiary of the Charity;

- 4.2.2 reasonable and proper remuneration to the Member for any goods or services supplied to the Charity (including services performed by the member under a contract of employment with the Charity);
- 4.2.3 interest at a reasonable and proper rate on money lent by the Member to the Charity; and
- 4.2.4 any reasonable and proper rent for premises let by the Member to the Charity.

Permitted benefits to Trustees and persons Connected

4.3 No Trustee may:

- 4.3.1 sell goods, services or any interest in land to the Charity;
- 4.3.2 be employed by, or receive any remuneration from, the Charity; or
- 4.3.3 receive any other financial benefit from the Charity;

unless the payment is permitted by Article 4.4 or authorised in Writing by the Charity Commission.

4.4 A Trustee may receive the following benefits from the Charity:

- 4.4.1 a Trustee or a person Connected may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;
- 4.4.2 a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him or her when acting on behalf of the Charity;
- 4.4.3 a Trustee or a person Connected may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a person Connected in relation to that Trustee);
- 4.4.4 a Trustee or a person Connected may receive interest at a reasonable and proper rate on money lent to the Charity;
- 4.4.5 a Trustee or a person Connected may receive reasonable and proper rent for premises let to the Charity;
- 4.4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.27; and
- 4.4.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set

out at Article 6; provided that where benefits are conferred under Articles 4.4.3, 4.4.4 or 4.4.5, Article 22 (conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

- 4.5 Article 4.4 (read so that references to “the Charity” are replaced by references to “any Subsidiary Company”) shall permit a Trustee to receive benefits from a Subsidiary Company provided that:
- 4.5.1 Article 4.4.1 shall be treated as though it read “a Trustee or a person Connected may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company; and
 - 4.5.2 the words in Article 4.4.3 “(excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Charity)” shall be treated as though they read “(excluding the service of acting as Trustee but including other services by any person performed under a contract of employment with any Subsidiary Company)”.
- 4.6 For any transaction authorised by Articles 4.4 or 4.5, the Trustee’s duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Articles 4.4 or 4.5 have been complied with.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of the Member

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

- 5.1 payment of the Charity’s debts and liabilities contracted before it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

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

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

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

8. Member's reserve power

8.1 The Member may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

9. Chair and Vice Chair

9.1 The Member may appoint one of the Trustees to be the Chair of the Trustees for such term of office as it determines and may at any time remove him or her from that office.

9.2 The Member may appoint one of the Trustees to be the Vice-Chair of the Trustees for such term of office as it determines and may at any time remove him or her from that office.

10. Trustees may delegate

10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 The Trustees 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.

- 10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

11. Committees

- 11.1 In the case of delegation to committees:
- 11.1.1 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);
 - 11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - 11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 11.1.4 the Trustees 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
 - 11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

12. Delegation of day to day management powers

- 12.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
- 12.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
 - 12.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
 - 12.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

13. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 13.2 every transaction is reported promptly to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

14. Rules

- 14.1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Charity and its affairs. The rules shall be binding on the Member of the Charity. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 14.2 The rules may regulate the following matters but are not restricted to them:
 - 14.2.1 the duties of any officers or employees of the Charity;
 - 14.2.2 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);
 - 14.2.3 any of the matters or things within the powers or under the control of the Trustees; and
 - 14.2.4 generally, all such matters as are commonly the subject matter of company rules.
- 14.3 The Charity in general meeting or by written resolution has the power to alter, add to or repeal the rules.

DECISION-MAKING BY TRUSTEES

15. Trustees to take decisions collectively

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 21.

16. Calling a Trustees' meeting

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

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

16.2.1 all the Trustees agree; or

16.2.2 urgent circumstances require shorter notice.

16.3 Notice of Trustees' meetings must be given to each Trustee.

16.4 Every notice calling a Trustees' meeting must specify:

16.4.1 the place, day and time of the meeting;

16.4.2 the general nature of the business to be considered at such meeting; and

16.4.3 if it is anticipated that Trustees 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.

16.5 Notice of Trustees' meetings need not be in Writing. Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

17. Participation in Trustees' meetings

17.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

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

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

17.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

17.3 If all the Trustees 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.

18. Quorum for Trustees' meetings

- 18.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 18.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is three or one-third of the total number of Trustees, whichever is the greater.
- 18.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

19. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence the Vice Chair shall preside as chair of each Trustees' meeting. If neither the Chair nor the Vice Chair are present the Trustees present shall nominate another Trustee to preside as Chair for that Trustee meeting.

20. Casting vote

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

21. Decisions without a meeting

- 21.1 The Trustees may, in the circumstances outlined in this Article, make a majority decision without holding a Trustees' meeting. If:
 - 21.1.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
 - 21.1.2 that Trustee has taken all reasonable steps to make the other Trustees aware of the matter and the decision;
 - 21.1.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
 - 21.1.4 a majority of the Trustees vote in favour of a particular decision on that matter;
 - 21.1.5 a decision of the Trustees may be taken by majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.
- 21.2 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:

- 21.2.1 may be in different places, and may participate at different times; and
 - 21.2.2 may communicate with each other by any means.
- 21.3 No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Article shall be the same as the quorum for Trustees' meetings as set out in Article 18.2.
- 21.4 The Chair, or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include:
- 21.4.1 circulation of the proposed decision with an indication of the date by which Trustees' votes must be received in order to be counted in the process. The chair of the process can determine what this date should be but, except in unusual circumstances, it should be at least 7 days after the circulation date;
 - 21.4.2 the nomination of a person to whom all Trustee's votes must be communicated;
 - 21.4.3 on or after the date by which Trustees' votes must be received, the communication by that nominated person to all the Trustees of the votes cast in favour and against and whether the resolution has been passed;
 - 21.4.4 the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and
 - 21.4.5 the nominated person must prepare a minute of the decision in accordance with Article 35.
- 21.5 In the case of an equality of votes in any decision-making process in accordance with this Article, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the Chair is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

22. Conflicts of interest

Declaration of interests

- 22.1 Unless Article 22.2 applies, a Trustee must declare the nature and extent of:
- 22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
 - 22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 22.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

22.3 If a Trustee'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 Charity, 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 Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

22.4 If a Trustee'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 Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

22.4.1 the decision could result in the Trustee 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 Charity and which is available generally to the beneficiaries of the Charity;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.27;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

22.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 22.5.

22.5 A Trustee with a conflict of interest or conflict of duties who is required to comply with this Article 22.5, he or she must:

- (a) take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
- (b) not be counted in the quorum for that part of the process ; and
- (c) withdraw during the vote and have no vote on the matter.

23. Continuing duties to the Charity

23.1 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

23.2 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

23.3 the Trustee shall not be accountable to the Charity for any benefit (other than one expressly prohibited by or 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.

24. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

25. Validity of Trustee actions

All acts done by a person acting as a Trustee 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 Trustee.

APPOINTMENT AND RETIREMENT OF TRUSTEES

26. Number, Appointment and Retirement of Trustees

26.1 There shall be at least three Trustees appointed by the Member serving written notice on the Charity, at least three of whom shall be Trustees who are neither employees or directors of the Member.

26.2 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.

26.3 No person may be appointed as a Trustee:

26.3.1 unless he or she has reached the age of 18 years; or

26.3.2 in circumstances such that, had he or she been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles.

26.4 The Member intends to review the appointment of Trustees each year. It will be the usual policy of the Charity that:

26.4.1 each Trustee serves a term of three years after which they retire unless re-appointed for a further term of three years by the Member; and

26.4.2 a Trustee who has served three consecutive three year terms should step down for a calendar year before being eligible for re-appointment as a Trustee.

27. Disqualification and removal of Trustees

A Trustee 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 2006, or is prohibited from being a director by law;
- 27.2 he or she is disqualified under the Charities Act 1993 from acting as a trustee of a charity;
- 27.3 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 England and Wales which have an effect similar to that of bankruptcy;
- 27.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 27.5 he or she is named on the children's barred list or the adults' barred list maintained under the Safeguarding Vulnerable Groups Act 2006 and, if it is a legal requirement that a trustee of the Charity be on the register maintained under the Safeguarding Vulnerable Groups Act 2006, he or she is not on that register;
- 27.6 the Trustees 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;
- 27.7 notification is received by the Charity 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 three Trustees will remain in office when such resignation has taken effect);
- 27.8 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason; or
- 27.9 the Member serves written notice in writing on the Charity that the Trustee be removed from office.

PATRONS

28. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not the Member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to the Member.

MEMBERS

29. Becoming and ceasing to be a member

- 29.1 The Member shall be the sole member of the Charity. Only the Member shall have the power to admit new members.

- 29.2 In the event of a bona fide reconstruction of the Member without insolvency the Trustees shall admit its successor organisation as Member.
- 29.3 If the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all its assets or an order made or a resolution passed for its winding up the Member's membership shall automatically cease, and the Trustees shall after consultation (as far as practicable) with representatives of the former Member admit any other person or persons willing to become the Member or members of the Charity to membership.
- 29.4 The Member shall appoint an individual to represent it at meetings of the Charity and the name of such representative and the fact that he or she is the representative of Member shall be noted in the register of members. The Member shall be able to replace its representative with another individual by giving notice in Writing to the Charity.

30. Member meetings and written resolutions

- 30.1 The Trustees may call a general meeting at any time.
- 30.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 30.3 The Member may pass resolutions in writing as written resolutions or otherwise in accordance with the Companies Acts.

WRITTEN RESOLUTIONS

31. Written resolutions

- 31.1 Subject to this Article 31 a written resolution agreed by:
- 31.1.1 members representing a simple majority; or
 - 31.1.2 (in the case of a special resolution) members representing not less than 75%;
- of the total voting rights of eligible members shall be effective.
- 31.2 A copy of the proposed written resolution must be sent to the Member together with a statement informing the Member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.
- 31.3 The Member must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 31.4 The Member signifies its agreement to a proposed written resolution when the Charity receives from it an authenticated Document:
- 31.4.1 identifying the resolution to which it relates; and
 - 31.4.2 indicating its agreement to the resolution.

- 31.5 If the document is sent to the Charity in Hard Copy Form, it is authenticated if it bears the signature of the Member's authorised representative.
- 31.6 If the document is sent to the Charity by Electronic Means, it is authenticated if it bears the signature of the Member's authorised representative signature or if the identity of the Member's authorised representative is confirmed in a manner specified by the Charity or if it is accompanied by a statement of the identity of the Member's authorised representative and the Charity has no reason to doubt the truth of that statement or if it is from an email address specified by the Member to the Charity for the purposes of receiving documents or information by Electronic Means.
- 31.7 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 31.8 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 31.9 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 31.10 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

32. Communications

- 32.1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity.
- 32.2 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or Trustees for the time being.
- 32.3 A Trustee may agree with the Company that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

33. Secretary

A Secretary may be appointed by the Trustees 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:

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

- 33.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

34. 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 unless a provision of the Companies Acts specifies that such informality, irregularity, want of qualification or lack of specification shall invalidate it.

35. Minutes

- 35.1 The Trustees must cause minutes to be made in books kept for the purpose:

35.1.1 of all appointments of officers made by the Trustees;

35.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

35.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' 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 Trustee of the Charity, be sufficient evidence of the proceedings.

36. Records and accounts

- 36.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

36.1.1 annual reports;

36.1.2 annual returns; and

36.1.3 annual statements of account.

- 36.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Charity, no person is entitled to inspect any of the Charity's accounting or other records or Documents merely by virtue of being a member.

37. Exclusion of model articles

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

WINDING UP

38. Winding up

38.1 If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the the Member of the Charity (except to a member that is itself an institution chosen to benefit under this Article 38) but must be applied or transferred in accordance with this Article 38.

38.2 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Member of the Charity may resolve that any remaining property shall on or before the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

38.2.1 directly for the objects of the Charity; or

38.2.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

(a) for purposes similar to the objects of the Charity; or

(b) for use for particular purposes that fall within the objects of the Charity.

38.3 Subject to any resolution of the Member under Article 38.2, at any time before, and in expectation of, the winding up or dissolution of the Charity, the Trustees may resolve that any remaining property shall on or before the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

38.3.1 directly for the objects of the Charity; or

38.3.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

(a) for purposes similar to the objects of the Charity; or

(b) for use for particular purposes that fall within the objects of the Charity.

38.4 If no resolution is passed in accordance with Articles 38.2 or 38.3 the remaining property shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

SCHEDULE

INTERPRETATION

1. Defined terms

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

TERM	MEANING
1.1 “Address”	Includes a number or address used for the purposes of sending or receiving documents by electronic means;
1.2 “Articles”	the Charity’s Articles of Association;
1.3 “Chair”	has the meaning given in Article 9;
1.4 “Charity”	B.J.C. British Judo Foundation;
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 Charity;
1.8 “Connected”	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with the Trustee 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 Trustee is a director, member,

partner or employee and from which he or she derives benefits in money or money's worth (other than by virtue only of being a shareholder holding no more than 1% of the share capital of that company.

- 1.9 “Document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.10 “Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.11 “Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.12 “Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.13 “Member”** The sole member of the charity, namely B.J.C. (registered company number 01515112) or any successor organisation admitted in accordance with Article 29;
- 1.14 “Secretary”** the secretary of the Charity (if any);
- 1.15 “Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.16 “Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
- 1.17 “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 2006 as in force on the date when the Articles became binding on the Charity.