

THE COMPANIES ACTS

A Company Limited by Guarantee and
not having a Share Capital

Articles of Association

OF

THE WELSH SPORTS ASSOCIATION LTD

DEFINITIONS

1. In these presents the words hereinafter mentioned shall have the following meanings if not inconsistent with the subject or context and other words or phrases shall have the meanings assigned to them under company law where the context so permits

“Company” means The Welsh Sports Association Ltd

“Memorandum of Association” means the Memorandum of Association of the Company

“Articles” means these Articles of Association.

“NGB” means the National Governing Body or other generally recognised controlling body for a sport or outdoor pursuit within Wales.

“Group” means any other group or body which, whilst not being an NGB, nevertheless represents a sports or outdoor pursuits sector, as may from time to time be deemed suitable and acceptable to the Board (in its sole discretion) for consideration as a Member .

“Member” means any **NGB** or **Group** accepted into membership under the provisions of these Articles.

“Nominated Representative” means a person nominated by a NGB to attend and vote on its behalf at Company meetings.

“Board” means The board of directors of the Company.

“Company Secretary” means the company secretary for the time being of the Company.

“Appeal Committee” means a committee set up under Article 5 hereof.

“Act” means the Companies Act 1985 and the **“Acts”** means UK Companies Act legislation 1985 onwards.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include companies or other bodies whether incorporated or unincorporated.

ESTABLISHMENT

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

MEMBERSHIP

3 (i) The number of Members is unlimited and membership shall comprise NGBs or Groups accepted by the Board into membership in accordance with the Articles. All existing members of the former unincorporated body known as The Welsh Sports Association shall automatically be accepted as Members of the Company

(ii) Every Member shall either sign a written consent or application to become a Member or sign the register of Members on becoming a Member.

4 (i) Any NGB or Group may make application at any time to become a Member of the Company . Any such application shall be in writing and in such form as the Company may from time to time prescribe or approve. Such application shall be accompanied if required by copies of the applicant's constitution rules, and/or memorandum and articles of association if applicable and or and such other documents and particulars as the Company shall require. The Company may (acting reasonably) reject any application to become a Member if it considers the applicant does not qualify to apply or if its documentation or some other reason renders it inappropriate for it to be a Member.

(ii) On acceptance of its application to become a Member such Member shall provide the name of its Nominated Representative by notice in writing to the Company Secretary and a Member may at any time in like manner remove its representative and make a new nomination.

(iii) Each Nominated Representative shall have one vote at Company meetings. For the avoidance of doubt no person other than a Nominated Representative shall have the right to a vote at Company meetings .

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

We *	hereby appoint the chairman of the meeting or
failing him *	to be our proxy to vote and speak for us at the
meeting of the Welsh Sports Association Limited to be held on *	
at *	and at any adjournment thereof
Signed on behalf of	(Member) Dated

*Please complete/delete as applicable

(v) A Member appointing and entitled to appoint a proxy may add specific instructions as to how the proxy is to vote on named motions appearing on the agenda and if he so desires a person other than the chairman of the meeting may be appointed and the words "chairman of the meeting or failing him" may be struck out and the name of the proxy inserted. The instrument of proxy must be lodged with the Company at least two clear days before the meeting.

(vi) A temporary alternative representative shall have the same right to attend speak and vote at such meeting as the Nominated Representative whose place he has been appointed to take.

(vii) A Members membership shall cease :-

(a) if it (being formerly a NGB) ceases to be the or the mutually agreed NGB for a sport or outdoor pursuit or;

(b) if it shall be expelled from membership by the Company or;

(c) if it resigns its membership by notice in writing to the Company or;

(d) if it shall fail to pay any money due to the Company including without limitation any affiliation fee payable under these Articles.

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

(ix) The Board may in its discretion designate any bodies it thinks fit as "Associates" Associates shall have the right to attend company meetings (without the right to vote) and be entitled to benefit from such members services as the Board considers appropriate

APPEALS

5 (i) A NGB or Group may appeal against any decision of the Company either to refuse membership under these Articles or to recognise a NGB or Group or to expel a Member by giving written notice to the Company within 2 months of the receipt of written notification of such decision.

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

(iii) No member of the Appeal Committee shall be connected with the NGB or NGBs Group or Groups concerned with the subject matter of the appeal nor the Board nor any of them.

(iv) The Appeal Committee shall decide its own chair and regulate its own procedures and method of conducting the appeal but shall have the power to accept representations from all parties it considers directly or indirectly involved. It shall determine whether such representatives shall be in writing or oral or both as it shall in its absolute discretion think fit provided that each party shall be provided with the same opportunity to make representations.

(v) The decision of the Appeal Committee shall be final and binding on all parties directly or indirectly involved.

(vi) The membership of a Member who has been expelled hereunder shall be suspended from the date of receipt of the notice of expulsion until the Appeal Committee shall have published its determination.

(vii) During a period of suspension hereunder a Member shall have no rights to attend meetings or to vote.

OBSERVERS

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

AFFILIATION FEES

7 (i) Every Member and Associate shall pay to the Company an annual affiliation fee.

(ii) The level of the annual affiliation fee shall be set (and or varied) by the Company from time to time at annual general meetings.

(iii) The first annual affiliation fee shall be payable in full within one month after the date on which a NGB or Group becomes a Member (or is designated as an Associate) and thereafter the annual affiliation fee shall become payable on or before 1st April in each year .

(iv) If any annual affiliation fee is not paid by a Member (or Associate) by the 28th February in any year the Company Secretary shall give notice by recorded delivery of the fact to the Member or Associate and if the annual affiliation fee remains unpaid at the 30th April next following the notice the membership of that Member or its designation as an Associate as the case may be shall cease.

(v) A Member whose membership has ceased hereunder may be readmitted as a Member without fresh application being made provided that all arrears of affiliation fees are paid. The same shall apply to those designated as Associates

THE COMPANY SECRETARY

8. Subject to the provisions of the Act the Secretary shall be appointed by the Board upon such conditions as it may think fit and any secretary appointed by it may be removed by it. The Company Secretary may or may not be a director

THE BOARD

9 (i) The number of directors shall be a maximum of ten and the minimum five

(ii) The initial directors (which expression throughout these Articles includes chairman and vice chairman of the Board) shall be elected at the annual general meeting which brings into effect the incorporation of the Company (to serve for 3 years unless they shall have previously resigned or ceased to be a director by virtue of Article 9 (v) below).

(iii) (a) Subsequent directors shall be elected at annual general meetings (to serve for 3 years unless they shall have previously resigned or ceased to be a director by virtue of Article 9 (v) below). Nothing shall prevent an existing or previous director serving a further term or terms should he be re-elected

(b) Nominations for election as subsequent directors may be made by any Member by not less than 42 days written notice to the Company Secretary before an annual general meeting. Such nomination shall include a brief CV of the nominee. No nomination may be accepted without such advance notice and CV having been provided

(c) No person shall subsequently be proposed for appointment as a director, (other than a retiring director who offers himself for re-election), unless written notice of his nomination and of the intention to propose him by a Member who intends so to do shall have been received by the Company Secretary not less than 42 days before the meeting.

(d) The Company Secretary shall circulate the names of all candidates and cv's with the agenda at least 28 days before the meeting.

(iv) The day-to-day business of the Company shall be managed by the Board who may pay all expenses incurred in dealing with the proper affairs of the Company and may exercise all such powers of the Company as are not, by law or by these presents, required to be exercised by the Company in a meeting.

(v) The office of a director shall be vacated if he:

(a) becomes bankrupt or suspends payment or makes any arrangement or composition with his creditors; or

(b) ceases to be a director by virtue of any provision of law or he becomes prohibited by law from being a director; or

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

(d) is removed from office by a resolution duly passed at a meeting or;

(e) by notice in writing to the Company resigns or;

(f) shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

(vi) Subject to the provisions of Article 9(i) above the Board may by co-option fill a casual vacancy within it. Any person so appointed shall retain the position subject to the provisions above until the next annual general meeting.

(vii) At any time when the number of directors is less than ten in number the remaining board members shall have full power to continue to act as the Board notwithstanding such vacancy or vacancies (subject to the provisions of the following sub clause).

(viii) Should the number of directors in existence at any time be less than five then the remaining director or directors shall have power only to fill Board vacancies.

(ix) The quorum at Board meetings shall be five directors (subject to the provisions of 9(viii) above and in such circumstances the quorum shall be such number of directors as then exists).

(x) The Board shall have power to invite any persons it wishes to board meetings on such terms as it sees fit but without powers to vote.

THE EXECUTIVE STAFF

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

ADVISORS

11. The Company in a meeting may appoint such honorary advisors on such terms as it thinks fit and may from time to time appoint such other advisors as it may deem necessary for such period and on such terms as it thinks fit.

GENERAL MEETINGS

12 (i) The Company shall on 28 days written notice to Members hold a general meeting in each calendar year as its annual general meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it provided that every annual general meeting shall be held not more than fifteen months after the holding of the last preceding annual general meeting.

(ii) The Board may in addition on 28 days written notice to Members convene extraordinary general meetings if and when it chooses.

(iii) The notice periods specified above shall be exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour

of the meeting, and in the case of special business the general nature of that business, shall be given but with the consent of all Members having the right to attend and vote thereat, or such proportion of them as is prescribed by law in the case of meetings other than annual general meetings a meeting may be convened by such notice as Members may think fit.

(iv) The directors, on the requisition in writing and duly signed by members who represent not less than one tenth of the total voting rights of Members having at the date of deposit of the requisition a right to vote at meetings, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call such a meeting then any director or any Member of the company may call the meeting.

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

(vi) Each Member shall be entitled to send two additional observers to general meetings in addition to their nominated representative but such observers shall have no right to vote.

PROCEEDINGS AT GENERAL MEETINGS

13 (i) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise herein provided seven Members personally present shall be a quorum.

(ii) If within half an hour from the time appointed for the holding of a 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 in the next week, at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.

(iii) The chairman of the Board or, failing him, the vice-chairman shall preside at every meeting, but if there be no such chairman or vice-chairman or if at any meeting they shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the representatives of the Members present shall elect one of their number to take the chair.

(iv) The chairman of the meeting 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 thirty days or more, twenty-eight days' 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 an adjourned meeting.

VOTES AT GENERAL MEETINGS

14 (i) At any meeting a resolution put to the vote of the meeting shall be decided on by a show of hands of the Members unless a secret ballot is, before or upon the declaration of the result of the show of hands demanded by the chairman of the meeting or by Members present in person representing one-tenth of all the Members and unless a secret ballot be so demanded a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a secret ballot may be withdrawn.

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

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

(iv) Every Member through its Nominated Representative shall be entitled to have one vote. For the avoidance of doubt no person other than a Nominated Representative of a Member shall be entitled to vote other than in the case of equality of votes the chairman of the meeting shall have a casting vote whether or not he is a Nominated Representative.

(v) Any election shall always be conducted by secret ballot if there shall be more than one candidate for the post. Voting for election shall be by elimination of candidates polling the least number of votes cast. After any secret ballot whether for an election or otherwise the voting papers shall be destroyed forthwith.

COMMITTEES

15 The Board may appoint such sub-committees as it deems necessary (including the chairs thereof) on such terms of reference as it may direct.

Such sub-committees shall be of such a size and constitution as the Board from time to time directs and its membership and chair may be varied from time to time by the Board

ACCOUNTS

16 (i) The Company shall cause accounting records to be kept in accordance with section 221 of the Act. The accounting records shall be located in accordance with Section 222 of the Act and shall be open to the inspection of Members.

(ii) The Board shall from time to time in accordance with sections 226 and 227 of the Act cause to be prepared and printed and laid before the Company in a meeting such income and expenditure accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

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

AUDITORS

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

FINANCIAL YEAR

18. The financial year of the Company shall be 1 April to 31 March each year but may be amended by the Board from time to time..

NOTICES

19 (i) Any notice required to be given to a Member shall be in writing and may be served either personally or by post addressed to such Member at the address within the United Kingdom last registered in the books of the Company, or by facsimile or email. Any notice required to be given to the Company shall be in writing addressed to the Company Secretary at the offices of the Company for the time being. Any notice may be delivered or sent by ordinary post and a notice sent by post shall be deemed to have been delivered the second day following the day of posting.

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

(iii) A notice calling a meeting of directors does not need to be in writing.

INDEMNITY

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

WINDING UP

21. Clause 5 (v) of the Memorandum of Association in relation to the winding up and dissolution of the Company shall apply and have effect as if the provisions thereof were repeated in these presents.

EQUAL OPPORTUNITIES

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

CONFLICT OF INTEREST

23 (i) At any meeting including Board meetings or of any committee or sub-committee, any person present having a financial or any other personal interest (whether direct or indirect) in a subject under discussion shall forthwith declare his interest and withdraw from the meeting (unless unanimously agreed otherwise by the remaining members present) and in any event shall not vote on the issue.

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

CHANGES TO MEMORANDUM & ARTICLES

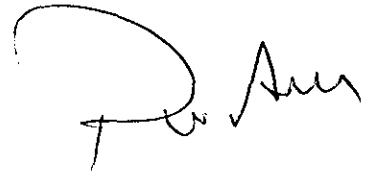
24. Alterations or additions to the Memorandum of Association and the Articles may be made by a special resolution described as such and passed by a three quarters majority of votes cast at a general meeting of the Company. No alteration or addition may be made unless details thereof are circulated to Members at least 28 days before the general meeting at which same are to be discussed and voted upon.

MATTERS NOT DEALT WITH

25. The Board shall have power to resolve any matters not dealt with in the Memorandum of Association and Articles.

Name & Address & description of Subscribers

Philip Avery
Table Tennis Association of Wales Ltd
High Winds
St Marys Hill
Vale of Glamorgan CF35 5ED
Manager



Jonathan Howell Morgan
Federation of Disability Sport Wales Ltd
20 Caswell Bay Road
Caswell
Swansea SA3 3DD
Executive



Dated 2/6/06

Witness to the signatures



David Cotton
52 Ralph Road
Horfield
Bristol
BS7 9QP

2/6/06