

THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
BADMINTON GB LIMITED (Company number 04012074)

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:

- (1) to foster, encourage and promote the participation of GB Badminton in the Olympic Games, Paralympic Games and any other events involving a GB team;
- (2) to arrange, provide and secure all necessary assistance and support for the preparation, representation and success of Players in the Olympic Games and Paralympic Games;
- (3) to affiliate and provide representation to the British Olympic Association and British Paralympic Association; and
- (4) generally to advance and safeguard the interests of British Badminton in the Olympic and Paralympic context and to do all such acts and things as from time to time are deemed necessary or expedient.

3. Powers

To further its objects the Company may:

- a) arrange, provide or procure programmes of activities, advice, guidance and other support and assistance, whether financial or otherwise, to prepare Players for the Olympic Games, Paralympic Games and any other events involving a GB team;

- b) delegate or devolve the management of and responsibility for the delivery of such programmes, in whole or in part, to other organisations including to members of the Company;
- c) obtain, collect and receive money and funds by way of contributions, subscriptions, fees, donations, legacies, awards, grants, covenants or by organising functions or events or by any other lawful method and to accept and receive gifts of property of any description (whether subject to any special trust or not);
- d) trade in the course of carrying out the objects of the Company;
- e) invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- f) 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;
- g) lend and advance money or give credit on any terms with or without security to any person, firm or company;
- h) remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient, subject to Article 4;
- i) reimburse out of the funds of the Company such reasonable travelling and incidental expenses as may be approved as having been expended for the purposes of the business of the Company, subject to Article 4;
- j) investigate the conduct of any Member, official, player, person or organisation which the Directors consider is or may be injurious to the interests of the Company or GB Badminton;
- k) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company;
- l) 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;
- m) provide indemnity insurance for the Directors or any other officer of the Company provided that any indemnity is in accordance with the provisions of the Companies Acts or any other provision of law;
- n) undertake and execute charitable trusts or to support and subscribe to any charitable or public object and to support or subscribe to any institutions, society or club which may be for the benefit of the Company;
- o) do all such other lawful things as may further the Company's objects;

LIMITATION ON PRIVATE BENEFITS

4. Limitation on Private Benefits

The income and property of the Company shall be applied solely towards the promotion of its objects. No part of the income or 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 of the Company.

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

- (1) of reasonable and proper remuneration to any member, officer or servant of the Company (including Directors) for any services rendered to the Company and of travelling and out-of-pocket expenses necessarily incurred in carrying out the duties of Director, officer or servant of the Company;
- (2) of interest on money lent by a member of the Company or of one of its Directors at a reasonable and proper rate;
- (3) of a reasonable and proper rent for premises let by any member of the Company to the Company;
- (4) of reasonable and proper premiums in respect of indemnity insurance.

LIMITATION OF LIABILITY

5. The liability of the Members is limited. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while a Member or within one year after ceasing to be a Member for payment of the Company's debts and liabilities contracted before ceasing to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

MEMBERS`

6. The Badminton Association of England Limited, the Scottish Badminton Union Limited, the Ulster Branch Badminton Union of Ireland Limited, and the Welsh Badminton Union Limited shall be the Members of the Company.

BOARD OF DIRECTORS

7. Directors' General Authority

- 7.1. 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.

APPOINTMENT AND RETIREMENT OF DIRECTORS

8. Member Directors

- 8.1. Each of the Members shall at all times be entitled to nominate one person as a Director who shall be appointed by the Directors as a Member Director.
- 8.2. Subject to Article 23, each Director so nominated shall be entitled to serve until replaced by the Member which nominated him or her providing that the overall term of office does not exceed eight years in total. Directors may be appointed for a further term of office providing four years has elapsed from their previous term.
- 8.3. In the event of a Director so nominated not being able to attend a Directors' meeting the Member whose Director is unable to attend may nominate an alternate to attend such meeting in place of the nominated Director.

9. Independent Directors

- 9.1. The Directors may appoint up to four Independent Directors (and shall appoint at least three) to fulfil roles identified by the Directors as being useful for the carrying out of the objects of the Company and shall appoint one of them as Chair. Subject to Articles 9.2 and 9.3, the Chair shall be appointed for such term of office as the Directors may determine and may at any time remove him or her from that office.

Automatic retirement

- 9.2. Subject to Article 23, each Independent Director shall retire from office at the Retirement Meeting. A rotation schedule will be implemented to ensure the retirement date for Independent Directors is staggered.

Maximum term

- 9.3. Subject to Article 23, each Independent Director may be re-appointed to serve until the following Retirement Meeting (or for such shorter period as the Directors may in their

discretion determine) but an Independent Director may not serve more than a total of eight years. Directors may be appointed for an additional term providing four years have elapsed from the end of their previous term. Any period served by an Independent Director prior to the first Retirement Meeting following the date of the resolution amending these Articles to introduce a maximum term shall be disregarded for the purposes of calculating the period served.

DECISION-MAKING BY DIRECTORS

10. Directors to take decisions collectively

10.1. Any decision of the Directors must be either by:

- 1) a decision of a majority of the Directors present and voting at a quorate Directors' meeting;
- 2) a unanimous decision taken in accordance with Article 12.

11. Voting Rights

11.1. Each Member Director shall have one vote.

11.2. Each Independent Director shall have one vote.

11.3. 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.

12. Unanimous decisions without a meeting

12.1. A decision is taken in accordance with this Article when all Directors indicate to each other by any means (including without limitation by Electronic Means) 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 which, under Article 20 results in them not being entitled to vote.

12.2. Such a decision may 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.

12.3. A decision which is made in accordance with this Article 12 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:

- 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;
- 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 in accordance with this Article 12.3;
- 3) the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 4) the Recipient must prepare a minute of the decision in accordance with Article 31 (minutes).

13. Calling a Directors’ meeting

- 13.1. Any Director may call a Directors’ meeting by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice.
- 13.2. A Directors’ meeting must be called by at least fourteen Clear Days’ notice unless either:
 - 1) all the Directors agree; or
 - 2) urgent circumstances require shorter notice.
- 13.3. Notice of a Directors’ meeting must be given to each Director but need not be in Writing. Article 26 shall apply and notice of Directors’ meetings may be sent by Electronic Means to an address provided by the Director for that purpose.
- 13.4. Every notice calling a Directors’ meeting must specify:
 - 1) the place, day and time of the meeting;
 - 2) the general nature of the business to be considered at such meeting; and
 - 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.

14. Participation in a Directors’ meeting

- 14.1. Subject to the Articles, Directors participate in a Directors’ meeting, or part of a Directors’ meeting, when:
 - 1) the meeting has been called and takes place in accordance with the Articles; and
 - 2) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

14.3. 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.

15. Quorum for Directors' meetings

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

15.2. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than four including at least two Member Directors.

16. Chairing of Directors' meetings

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

17. Directors may delegate

17.1. Subject to the Articles, the Directors may delegate any of the powers or functions which are conferred on them under these Articles to any Member or committee.

17.2. 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 Member person or committee.

17.3. Any delegation by the Directors may be:

- 1) by such means;
- 2) to such an extent;
- 3) in relation to such matters or territories; and
- 4) on such terms and conditions;

as they think fit.

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

- 17.5. The Directors may revoke any delegation in whole or in part, or alter its terms and conditions.
- 17.6. 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.

18. Committees

- 18.1. In the case of delegation to committees:
- 1) the composition of any committee shall be entirely in the discretion of the Directors and may include persons who are not Directors;
 - 2) any committee may be allowed to make co-options up to a number specified by the Directors;
 - 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;
 - 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
 - 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 which has been approved by the Directors.
- 18.2. 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.

19. Delegation of day to day management powers

- 19.1. In the case of delegation of the day to day management to an accountable officer or other manager or managers:
- 1) the delegated power shall be to manage the affairs of 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;
 - 2) the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
 - 3) any manager must report regularly to the Directors on the activities undertaken in managing the affairs of the Company and provide them regularly with

management accounts which are sufficient to explain the financial position of the Company and those activities falling under its auspices.

20. Conflicts of Interest

Declaration of Interests

- 20.1. Unless Article 20.2 applies, a Director must declare the nature and extent of:
- 1) any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
 - 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.
- 20.2. There is no need to declare any interest or duty which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

- 20.3. 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 majority decision of the other Directors taking part in the decision-making process.
- 20.4. 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:
- 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 or her capacity as a Director of the Company (as permitted under Article 4) and which is available generally to the Directors of the Company;
 - b) the payment of premiums in respect of indemnity insurance;
 - c) payment under the indemnity set out in Article 35;
 - d) reimbursement of expenses in accordance with Article 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 20.5

20.5. If a Director with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he or she must:

- 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;
- 2) not be counted in the quorum for that part of the process; and
- 3) withdraw, if requested, during the vote and have no vote on the matter

Continuing duties to the Company

20.6. 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:

- 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 confidences owed by him or her; and
- 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 of from any office, employment or position.

21. Register of Directors' Interests

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

22. Validity of Directors' actions

22.1. 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.

23. Disqualification and removal of Directors

23.1. A Director shall cease to hold office if:

- 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;

- 2) 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;
- 3) a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 4) 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 is removed from office;
- 5) 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 three Directors will remain in office when such resignation has taken effect);
- 6) 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;
- 7) at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed 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 or of making written representations to the Directors.

DECISION MAKING BY MEMBERS

24. Members' Meetings

- 24.1. The Directors may call a general meeting of the Members at any time.
- 24.2. Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 24.3. Where a general meeting is held, in the case of an equality of votes whether on a show of hands or a poll the chair of the meeting shall be entitled to a casting vote.
- 24.4. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

25. Proxies

- 25.1. A Member is entitled to appoint another person as his or her proxy to exercise all or any of his or her rights to attend and speak and vote at a Members' Meeting. A proxy must

vote in accordance with any instructions given by the Member by whom the proxy is appointed and shall be counted in the quorum.

- 25.2. Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which
- 1) states the name and address of the Member appointing the proxy;
 - 2) identifies the person appointed to be that Member's proxy and the Members' Meeting in relation to which that person is appointed;
 - 3) is signed by or on behalf of the Member appointing the proxy; and
 - 4) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the meeting to which they relate
- 25.3. The Directors may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 25.4. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 25.5. Unless a Proxy Notice indicates otherwise, it must be treated as:
- 1) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 2) appointing that person as a proxy in relation to any adjournment of the Members' Meeting to which it relates as well as the meeting itself.
- 25.6. The Proxy Notification Address in relation to any general meeting is:
- 1) the principal office of the Company; or
 - 2) any other address or addresses specified by the Company as an address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 25.7. A Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the meeting or adjourned meeting to which it relates.
- 25.8. An appointment under a Proxy Notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 25.9. A notice revoking the appointment of a proxy only takes effect if it is received before:
- 1) the start of the Members' Meeting or adjourned Members' Meeting to which it relates ;or

- 2) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

25.10 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

WRITTEN RESOLUTIONS

26. Written Resolutions

General

26.1. Subject to this Article 26 a written resolution agreed by:

- 1) Members representing a simple majority; or
- 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.

26.2. On a written resolution each Member shall have one vote.

26.3. A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

26.4. 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

26.5. A copy of the proposed written resolution must be sent to every 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.

26.6. The required majority of members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

Signifying agreement

26.7. A Member signifies his or her agreement to a proposed written resolution when the Company receives from the Member an authenticated Document:

- 1) identifying the resolution to which it relates; and
- 2) indicating the Member's agreement to the resolution.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

27. Communications by the Company

Methods of communication

- 27.1. Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way 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 the Company, including without limitation:
- 1) in Hard Copy Form;
 - 2) in Electronic Form; or
 - 3) by making it available on a website.
- 27.2. A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).
- 27.3. 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

- 27.4. 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.
- 27.5. Subject to the Companies Acts, a Director or any other person 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.

28. Communications to the Company

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

29. Secretary

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

- 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
- 2) Anything else required or authorised to be done by or to the Secretary may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

30. Irregularities

30.1. 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 by reason of any business being considered which is not specified on the notice.

31. Minutes

31.1. The Directors must cause minutes to be made:

- 1) of all appointments of officers made by the Directors;
- 2) of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 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.

32. Records and accounts

32.1. 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:

- 1) annual reports;
- 2) annual returns; and
- 3) annual statements of account.

32.2. The accounting reference date of the Company shall be 31st March in each year but, subject to the approval of the Company in General Meeting and to the provisions of the Companies Acts, the Board may alter the accounting reference date and make the necessary consequential amendments to the Articles of Association.

33. Seal

33.1. The Company shall not be obliged to have a Common Seal.

34. Exclusion of model articles

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

INDEMNITY

35. Indemnity

35.1. 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.

WINDING UP

36. Winding Up

36.1. At any time before, and in expectation of, the winding up or dissolution of the Company, the Directors may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:

- 1) directly for the objects of the Company; or
- 2) to any institution or institutions for purposes similar to the objects of the Company.

36.2. In no circumstances shall the net assets of the Company be paid or distributed among the Members of the Company under this Article 36.

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 number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 “Articles”	The Company’s articles of association;
1.3 “Chair”	Has the meaning given in Article 9.1;
1.4 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.5 “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;
1.6 “Company”	Badminton GB Limited
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: (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”	means a director of the company, and includes any person occupying the position of director, by whatever name called;

- 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 “General Meeting”** means a meeting of the current Members of Badminton GB Ltd who are the Home Country Badminton Associations;
- 1.13 “GB Badminton”** means Great Britain Badminton in its Olympic and Paralympic context and in the context of any GB representation at junior and senior level;
- 1.14 “Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.15 “Home Country Associations / Members”** means Badminton Association of England Limited, Scottish Badminton Union Limited, Ulster Branch Badminton of Ireland Limited, Welsh Badminton Union Limited and any successor body;
- 1.16 “Independent Director”** a person appointed as a Director and not holding any position in the governance structure of the Home Country Associations or the Sports Councils and any successor body;
- 1.17 “Member Director”** a person nominated by a Member and appointed as a Director.
- 1.18 “Players”** those badminton players coming within the programmes arranged provided or procured by the Company
- 1.19 “Retirement Meeting”** means the meeting of the Board of Directors held not later than the month of March following each Summer Olympic Games and designated by the Board as the meeting at which one or more of the Independent Directors shall retire by rotation.
- 1.20 “Secretary”** the secretary of the Company (if any);
- 1.21 “Writing”** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
- 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 Company.