

**INTERNATIONAL NETBALL FEDERATION LIMITED**

**ISLE OF MAN**

**COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**1. PRELIMINARY**

- 1.1 The model articles of association contained in the schedules to the Companies (Model Articles) Regulations 2006 shall not apply to the Company. Instead the provisions set out in this document, as amended from time to time, shall constitute the Articles of Association of the Company.
- 1.2 The official language of the Company is English.
- 1.3 Capitalised terms in these Articles will have the meanings given to them in Article 17.

**2. PURPOSES, POWERS AND AUTHORITY**

- 2.1 The Company's fundamental purposes are:
- (a) to promote, improve and develop Netball globally, at all levels, in accordance with the ideals and objects of the Olympic and Commonwealth movements, and without any discrimination on the grounds of race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or trade union activity;
  - (b) to act as the sole ultimate governing body for the sport of Netball throughout the world, governing and regulating the sport at international level, and recognising the authority of Regional Federations and National Associations to govern and regulate the sport at a regional/national level in accordance with, and subject to, the Company's ultimate authority over the sport;
  - (c) to protect the independence and autonomy of the Company and its Regional Federations and Members to govern and regulate the sport (including exercising the right of democratic elections) free from any outside influence;
  - (d) to control the organisation and scheduling of the sporting calendar (including competitions denoted as "world" and "international" championships, or similar) in accordance with the best long-term interests and priorities of the sport as a whole;
  - (e) to promote international competition and the organisation of international events to world class standards by the Company and/or on its behalf;
  - (f) to preserve the integrity of the sport, including by adopting rules implementing the World Anti-Doping Code and other appropriate codes of conduct and regulations, and ensuring that such rules, codes and regulations are enforced at all Netball events sanctioned by the Company, a Regional Federation and/or a Member (as applicable);
  - (g) (g) to empower Netball's Participants, through education, training and the development of skills, and specifically to promote the development of excellence in administration, evaluation and assessment, coaching, tuition, and the provision of officiating opportunities in all Regions;
  - (h) to examine and promote research and development and the dissemination of information in all areas relating to Netball;

- (i) to promote integrity and a high standard of ethics by establishing and maintaining an efficient administration to control, regulate and direct the affairs of the Company and the sport of Netball, and foster good governance by Regional Federations and Members;
- (j) to maintain Netball on the Commonwealth Games programme and to strive for the addition of Netball to the Olympic programme;
- (k) to assume responsibility for the technical control and direction of Netball at the Commonwealth Games and the Olympic Games;
- (l) to support the development and promotion of netball through partnership relations with governments, non-governmental organisations and other organisations;
- (m) to promote the establishment and expansion of sports facilities worldwide, encouraging sustainable and responsible development schemes and respect for the environment; and
- (n) to promote the safeguarding and welfare of all Participants in netball.

2.2 Without prejudice to section 21 of the Act, in furtherance of its purposes the Company may, without limitation:

- (a) amend its Memorandum and Articles to make further provision for the management and control of the sport of Netball and/or the affairs of the Company, its Regional Federations and/or Members, and for the resolution of disputes relating thereto;
- (b) establish Regulations concerning the conduct of the sport of Netball throughout the world, including the official rules of the game, a code of ethics for those involved in the governance of Netball, rules governing eligibility of players to represent a National Association in International Events, rules governing the sanctioning and/or conduct of events (including national events), and codes of conduct for participants in events;
- (c) apply and enforce the Memorandum, these Articles and the Regulations, and/or ensure their application and enforcement by Regional Federations and/or Members, throughout the sport;
- (d) organise and/or sanction the organisation of International Events;
- (e) raise funds to finance the activities of the Company by any available means, including by seeking donations and/or grants (including grants from the International Olympic Committee), by levying subscriptions and other fees (for example, fees for sanctioning events) from Members, as well as by exploiting the commercial assets of the Company, including its intellectual property rights and any sponsorship, broadcasting and/or other commercial rights that it controls, including the commercial rights to International Events;
- (f) employ and pay any person(s) (including by way of salaries, wages, charges and pensions) to supervise, organise and carry out the work of the Company;
- (g) purchase, lease or otherwise acquire any property or other rights and privileges, construct, maintain and alter any buildings or premises, and/or sell, let, mortgage, dispose of, turn to account or otherwise deal with any or all of the property or assets of the Company;
- (h) invest any funds in such manner as thought fit;
- (i) establish, acquire or otherwise control other legal entities such as foundations, trusts or corporations;

- (j) insure, arrange insurance for and/or indemnify its officers, servants, voluntary workers and such other persons as thought fit in respect of work carried out in the performance of their duties;
- (k) establish and/or assist in the establishment of Regional Federations; and
- (l) exercise all such other rights, powers and authorities and take such other lawful actions as may be considered necessary or desirable to achieve its purposes.

2.3 All Regional Federations and Members, as well as all of the Company's constituent bodies, officers, employees and appointees (including, without limitation, any person holding any Company appointment or sitting on any Company board or committee), and all persons participating in any way in activities controlled and/or sanctioned by the Company (including, without limitation, any person who is involved in organising and/or participates as a player, umpire, tournament official or team official in any International Event), will be deemed to have agreed and acknowledged that:

- (a) the Company has sole ultimate authority over the governance, regulation, and playing of Netball;
- (b) they shall not become a member of or recognise or otherwise support any organisation with similar objects to the Company unless that organisation is recognised by the Company;
- (c) they are bound by and must comply with the Memorandum, these Articles and the Regulations, and with the decisions taken by the Company and its constituent bodies (including Congress, the Board, and other duly appointed officials and bodies of the Company) pursuant to and in application and enforcement of the Memorandum, these Articles and the Regulations; and
- (d) they submit to the jurisdiction of the CAS to hear and determine disputes as set out in these Articles and the Regulations, to the exclusion of all other courts, tribunals and arbitration bodies of any country or organisation whatsoever;

and the Company may from time to time require any of them to execute a written agreement (in a form to be determined by the Board) confirming that acknowledgement and agreement.

2.4 Without prejudice to Article 2.3, each Member will procure (by suitable provision in its own constitution, in a form approved by the Board) that each of its members and all persons under its jurisdiction acknowledges and agrees on their own part to each of the matters set out in Article 2.3.

### **3. MEMBERSHIP**

#### **3.1 One country, one Member**

3.1.1 Membership of the Company is open to either one Full or Associate Member per Country. The sole and exclusive authority of a Member to govern Netball at national level will extend as far as the political boundaries of the Country that it represents.

#### **3.2 Criteria for membership**

##### *Full Members*

3.2.1 To be and to remain a Full Member, a National Association must satisfy (both at the time it applies for membership and at all times thereafter) the following requirements:

- (a) it must be concerned solely and exclusively with the administration, organisation and playing of Netball and not with any other sport (provided that the Board may make

special and temporary exceptions from this requirement in respect of new and/or small National Associations);

- (b) it must be a fully paid up member of the relevant Regional Federation;
- (c) it must claim the exclusive right to govern Netball in its Country, i.e. it must not recognise any other body's claim to govern Netball in its Country (other than by exercise of powers delegated to that other body by the National Association);
- (d) its constitution must declare its opposition to any discrimination on the grounds of race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or trade union activity, and its formal undertaking to be bound by and to comply with the obligations placed on Members pursuant to the Memorandum, the Articles and the Regulations;
- (e) its constitution (as amended from time to time) must comply with the Memorandum, the Articles and the Regulations; and
- (f) it must be solvent.

#### *Associate Members*

3.2.2 To be and to remain an Associate Member, a National Association (or other entity) that is not a Full Member must satisfy (both at the time it applies for membership and at all times thereafter) the following requirements:

- a) It can in the opinion of the Board usefully contribute to the business of the Company;
- b) it must be a fully paid up member of the relevant Regional Federation;
- c) it must hold the exclusive right to govern Netball in its Country, i.e. it must not recognise any other body's claim to govern Netball in its Country (other than by exercise of powers delegated to that other body by the National Association); and
- d) It must have agreed with the Company a pathway to become a Full Member (for achievement within five years of being accepted as an Associate Member, or, if the Associate Member is already a Member of the Company as at 1st January 2019, within five years of that date, unless in either case that timeframe is extended by Special Resolution of the Board).

### **3.3 Applications for membership**

3.3.1 Only the Full Members may admit an application for membership. Applications for membership may be made as follows:

- (a) Any entity wishing to become a Member in respect of a Country for which there is no current Member must apply in writing to the Board.
- (b) A Member may not transfer its membership of the Company without the prior written permission of the Company. A Member may apply in writing to the Board for such permission, and the proposed transferee must also be a party to the application.
- (c) Where a Member has been suspended from membership of the Company, another entity may apply in writing to the Board to be admitted in place of that Member. Upon receipt, the CEO will send a copy of the application to the suspended Member, which will have 30 days from receipt of the application to notify the CEO if it disputes the application. Congress will consider the application at its next ordinary meeting. If the suspended Member has given notice by the required deadline, it will be given the opportunity to be heard by Congress before any final decision is made on the application. Any such decision will be subject to appeal by the suspended Member to CAS in accordance with Article 15.1(a).
- (d) Any other type of application for membership may be made in writing to the Board.

3.3.2 All applications for membership under Article 3.3.1 must be made in writing, in such form as prescribed by the Board from time to time, and must be accompanied by:

- (a) a copy of the written constitution of the applicant;
- (b) a list of the names, residential addresses, email addresses, telephone and fax numbers of the principal office holders of the applicant and, where appropriate, its most senior employee;
- (c) the most recent annual accounts of the applicant;
- (d) an application entry fee pursuant to Article 3.6;
- (e) evidence establishing that the applicant satisfies the criteria set out in Article 3.2; and
- (f) any further information requested by the Board.

3.3.3 On receipt of an application for membership, the Board will submit the application to Congress or circulate a written resolution (as appropriate), along with its recommendations as to acceptance of the application. If an application for membership is to be considered at Congress, it must be received by the Board at least 45 days before the date of the relevant Congress.

3.3.4 Except as otherwise provided by these Articles, applications for membership will be determined by Special Resolution (either by Congress or by written resolution of the Full Members), at the absolute discretion of the Full Members and without any obligation to give reasons.

3.3.5 Where more than one entity applies to be a Full Member in respect of a Country for which there is no current Full Member, the competing claims will be resolved as follows:

- (a) The Board will specify the criteria by which the competing claims are to be assessed.
- (b) The Board will consider (or will appoint appropriate persons to a committee to consider) the competing claims, in accordance with a fair and impartial process, and make a written recommendation to Congress as to which entity best meets the specified criteria and so should be admitted to membership of the Company.
- (c) Congress will consider the applications (and Board recommendation) at its next meeting and will give each applicant an equal opportunity to be heard before making its decision.
- (d) The decision of Congress will be final. The unsuccessful applicant may appeal that decision to CAS in accordance with Article 15.1(a).

3.3.6 If an application for membership of the Company is approved, such membership will take effect upon the close of the meeting at which the application was approved or on the date of the written resolution, as appropriate.

### **3.4 Withdrawal from membership**

3.4.1 Any Member may withdraw from membership of the Company at the end of any financial year provided it has given the Company at least three months' notice in writing of such withdrawal and has paid in full all monies that it owes to the Company, any Regional Federation and/or any other Member.

### **3.5 Suspension and expulsion from membership**

3.5.1 Subject to Article 3.5.2, a Member that fails to pay its annual subscription by 31 January of any year will be automatically suspended from membership and a Member that fails to pay that subscription by the end of that calendar year will be automatically expelled from membership.

- 3.5.2 A Member that has been suspended pursuant to Article 3.5.1 and subsequently pays its outstanding annual subscription in full prior to or on 31 December of the calendar year in which the subscription is due will be automatically readmitted to membership.
- 3.5.3 In the event of circumstances outside a Member's reasonable control, the Board will have the power to waive or defer a Member's obligation to pay its annual subscription, in whole or part, for up to two years, on such conditions as the Board deems appropriate. At the end of that period, however, Article 3.5.1 will apply.
- 3.5.4 In addition to Articles 3.5.1 and 3.5.2 the Full Members may, by Special Resolution, suspend or expel any Member from membership of the Company on any of the following grounds:
- (a) a Member has become insolvent, suspended operations, dissolved, or otherwise ceased to exist, or proposes to do any of those things;
  - (b) a Member no longer satisfies all of the criteria for membership set out in Articles 3.2.1 or 3.2.2;
  - (c) An Associate Member fails to become a Full Member in accordance with the agreed pathway and timeline pursuant to Article 3.2.2(d);
  - (d) an outside body interferes improperly with the autonomy of the Member, in respect of its operations and/or its composition or otherwise;
  - (e) a Member commits a serious or persistent breach of its obligations as a Member, or brings the Company or the sport of Netball into disrepute, or otherwise neglects or compromises the interests of the Company, or there is other just cause to expel the Member;
  - (f) upon the recommendation of the Board, for example, where a Member fails to comply with the reasonable directions of the Board;

provided always that the Member will be given due notice of any such proposal (and the grounds for such proposal) and an opportunity to be heard by the Full Members before any final decision is made. Any such decision will be subject to appeal by the Member to CAS in accordance with Article 15.1(a).

- 3.5.5 Subject to Article 3.5.1, only the Full Members may expel a Member. However, the Board may, by Special Resolution, at any time suspend any Member from membership of the Company on any of the grounds set out in Article 3.5.3 pending consideration of the matter by the Full Members pursuant to that Article. The Board will give the Member due notice and an opportunity to be heard (by written submission unless otherwise determined by the Board) before making any such decision. The suspended Member may appeal to CAS in accordance with Article 15.1(a) against any refusal by the Board to stay its decision to suspend the Member pending consideration of the matter by the Full Members.
- 3.5.6 A Member that has been suspended may not exercise any of the rights or benefits of membership of the Company during the period of such suspension. In particular, a suspended Member may not attend, speak or vote at any meeting of the Company (save as expressly set out in these Articles), participate in any capacity in the governance of the Company or in the activities or events of any Regional Federation, or participate (or have any representative team participate) in any International Events. Other Members may not maintain sporting contact with a suspended Member.
- 3.5.7 A Member that has been expelled ceases to be a Member and, if it wishes to regain membership, must make a new application in accordance with Article 3.3.1 and on such terms as determined by the Full Members and/or the Board in their absolute discretion.

- 3.5.8 In cases where action is warranted but suspension or expulsion would be inappropriate, the Full Members (or the Board, subject to ratification by the Full Members) may, by Special Resolution, caution or censure a Member, withhold grants or subsidies from a Member, exclude a Member's national representative team(s) from International Event(s), remove or deny accreditation to representatives of a Member, or take such other action as they deem appropriate, provided that the Member will be given due notice and an opportunity to be heard before any final decision is made. Any such decision will be subject to appeal by the Member to CAS in accordance with Article 15.1(a). A decision by the Board will not be 'final' for these purposes, and therefore no appeal will lie to CAS from such decision, but if necessary the Member affected may appeal to CAS in accordance with Article 15.1(a) against any refusal by the Board to stay its decision pending consideration of the matter by the Full Members.

### **3.6 Subscriptions**

- 3.6.1 Each Member shall pay an entry fee on becoming a Member and an annual subscription thereafter, in amounts to be determined by the Board.
- 3.6.2 The Board will notify Members of the amount of the annual subscription by no later than 30 September of each year. Annual subscriptions are due on 1 January of each year and must be paid by 31 January in that year. The Board will be entitled to adopt a policy for rewarding early payment by granting a discount on the subscription.

### **3.7 Rights and obligations of Members**

- 3.7.1 Subject always to the powers to suspend membership rights set out in these Articles:
- (a) A Full Member will enjoy all of the rights and benefits conferred on Members by the Memorandum, the Articles and the Regulations.
  - (b) Save as set out in the Memorandum, these Articles and/or the Regulations, Associate Members will enjoy the same rights and benefits as conferred on Full Members.
- 3.7.2 Each Member must:
- (a) respect and further the purposes set out in Article 2.1 of these Articles;
  - (b) pay when due all subscriptions and other monies owing to the Company;
  - (c) select its officeholders by democratic elections free from any improper external influence;
  - (d) manage its affairs autonomously and without interference from bodies outside the Olympic movement;
  - (e) comply with the Memorandum, these Articles and the Regulations;
  - (f) adopt, implement and enforce within its Country, statutes and/or regulations that are consistent with the Memorandum, these Articles and the Regulations, including (without limitation) anti-doping regulations that are compliant with the World Anti-Doping Code and the Company's anti-doping regulations (as amended from time to time);
  - (g) comply with, recognise and enforce within its Country (i) all decisions of the Company's constituent bodies and/or officials made under the Memorandum, these Articles and the Regulations; (ii) periods of ineligibility and other disciplinary sanctions imposed by the Company; and (iii) periods of ineligibility and other disciplinary sanctions imposed by Regional Federations or Members;
  - (h) keep the Company informed of its current contact details (including its postal address, telephone and fax numbers, and email address) as well as the current full names,

residential addresses, telephone and fax numbers and email addresses of its principal office holders;

- (i) provide to the Board, upon request, a copy of its constitution and annual accounts; and
- (j) file such reports on its activities and provide such other information as requested by the Board from time to time.

3.7.3 Subject to the Regulations, only national representative teams of Full Members will be eligible to participate in world championships and other competitions and events organised by or on behalf of the Company.

#### **4. REGIONAL FEDERATIONS**

4.1 Congress may, in its absolute discretion, recognise a Regional Federation for each Region. To be and to remain recognised as a Regional Federation, such federation must satisfy (both at the time it applies for recognition and at all times thereafter) the following requirements:

- (a) it must comply with the Memorandum, these Articles and the Regulations;
- (b) the constitution establishing the body must have been approved by the Board as compliant and consistent in all respects with the Memorandum, these Articles and the Regulations, and must include provisions (i) declaring the Regional Federation's opposition to any discrimination on the grounds of race, gender, religion, creed, political beliefs, disability, marital status, sexual orientation or trade union activity; (ii) formally undertaking to be bound by and to comply with the Memorandum, these Articles and the Regulations; (iii) incorporating anti-doping regulations that are compliant with the World Anti-Doping Code and the Company's anti-doping regulations; and (iv) incorporating anti-corruption regulations that are compliant with the Company's anti-corruption regulations; and
- (c) it must admit into membership (and continue the membership of) Members located in its Region, and only those Members (in the event of a dispute as to the area covered by a Region or to which Regional Federation a Member should belong, the decision of the Board will be final and binding); if a member withdraws from or is suspended or expelled from membership of the Company, it will automatically be deemed to have withdrawn from or been suspended or expelled from membership of the Regional Federation.

4.2 Each Regional Federation will derive its authority from the Company, and the Board may delegate such powers and/or responsibilities to Regional Federations as it deems appropriate. In particular, but without limitation, each Regional Federation will be responsible for the following:

- (a) assisting the Company in furthering its purposes in the relevant Region, including implementing the policies of the Company; and
- (b) members of a Regional Federation who are also Full Members of the Company will elect from their Region a director to be appointed to the Board (and will notify such election to the Company at least 60 days before the date of the relevant Congress); the appointed person must not be an employee or Consultant of the Regional Federation or of a Member.

4.3 Congress may suspend or withdraw a Regional Federation's recognition, or take such other action as it deems appropriate, for just cause, provided that the Regional Federation will be given due notice of any such proposal (and the grounds for such proposal) and an opportunity to be heard before any final decision is made. Any such decision will be subject to appeal by the Regional Federation to CAS in accordance with Article 15.1(a).



- 4.4 The Board may suspend a Regional Federation's recognition, or take such other action as it deems appropriate, for just cause, subject to ratification by Congress. The Board will give the Regional Federation due notice and an opportunity to be heard (by written submission unless otherwise determined by the Board) before making any such decision. Any such decision will be subject to appeal by the Regional Federation to CAS in accordance with Article 15.1(a). A decision by the Board will not be 'final' for these purposes, and therefore no appeal will lie to CAS from such decision, but if necessary the Regional Federation affected may appeal to CAS in accordance with Article 15.1(a) against any refusal by the Board to stay its decision pending consideration of the matter by Congress.

## **5. CONGRESS**

### **5.1 Composition and authority**

- 5.1.1 Congress is the Members of the Company in general meeting.
- 5.1.2 Congress has supreme and ultimate authority in relation to the affairs of the Company, including sole and exclusive authority to:
- (a) amend the Memorandum and Articles (which may only be affected by Special Resolution);
  - (b) establish and amend the official rules of the game of Netball (which may only be affected by Special Resolution);
  - (c) admit a Member;
  - (d) expel a Member; and
  - (e) elect the President, Vice-President and Finance Director in accordance with Articles 6.1.2 to 6.1.11.

### **5.2 Meetings**

- 5.2.1 Ordinary meetings of Congress will be held once every two years, at a date, time and location to be determined by the Board.
- 5.2.2 Special meetings of Congress will be held at a date, time and location to be determined by the Board (a) at the request of the Board, or (b) within 120 days of receipt by the CEO of a written request, signed by Members entitled to exercise at least ten per cent of the Voting Rights in respect of the matter for which the meeting is requested, setting out the object of the meeting and any resolutions or motions to be proposed.

#### *Notice*

- 5.2.3 Members must be given at least 90 days' notice of the date, time and location of the Congress and the general nature of the business to be transacted at the meeting (including details of any positions that are up for election and a summary of the requirements for nomination). However, Congress may be called at shorter notice if Members holding at least 90 per cent of the Voting Rights on all the matters to be considered at the meeting have waived notice of the meeting (and, for this purpose, the presence of a Member at the meeting will constitute a waiver on the part of such Member).
- 5.2.4 The inadvertent failure of the Board to give notice of Congress to a Member, or the fact that a Member has not received notice, does not invalidate the meeting.
- 5.2.5 The Board may fix, as the record date for determining those Members that are entitled to vote at the Congress, the date that notice is given of the Congress or such other date as may be specified in the notice, being a date not earlier than the date of the notice.

- 5.2.6 Members will be entitled to include items on the agenda for the Congress provided that any such request (accompanied by a brief explanation) is received by the Company at least 60 days before the date of the relevant meeting.
- 5.2.7 The agenda for the Congress will be provided to Members at least 45 days before the date of the meeting and, in the case of an ordinary Congress, will include:
- (a) the minutes of the previous Congress and notice of a motion to approve those minutes and consider any matters arising there from;
  - (b) a report from the Board;
  - (c) details of any applications for membership to be considered;
  - (d) details of any motions or proposals to be considered;
  - (e) details of any other business to be considered; and
  - (f) the proposed date and place of the next Congress.
- 5.2.8 Any matter that is not included on the agenda sent to Members may only be discussed at the meeting if the Members present at the meeting agree to do so.

#### *Attendance*

- 5.2.9 Meetings of Congress may be attended by the following persons:
- (a) Each Full Member will be entitled to appoint up to two delegates to attend at Congress, along with one further person to attend solely as an observer with no entitlement to speak (save with the permission of the chair of Congress) or vote.
  - (b) Each Associate Member will be entitled to appoint one person to attend at Congress, solely as an observer with no entitlement to speak (save in relation to any item included on the agenda by the Associate Member pursuant to Article 5.2.6, or with the permission of the chair of Congress) or vote.
  - (c) The CEO and Directors may attend and speak at any Congress but will not be entitled to vote (save that the chair of Congress will have a casting vote in the case of equality of voting).
  - (d) In respect of any applications for membership to be considered at Congress, the Board may invite up to two delegates of the applicant to attend Congress as observers and make a short statement in support of the application.
  - (e) Other observers and speakers, at the discretion of the Board, save that this provision will not be used to allow the attendance of additional representatives of Members, suspended or former Members or disqualified members of the Board. Such invitation to attend and/or speak may be challenged by any Full Member and, if any such challenge is upheld by Special Resolution, the invitation will be withdrawn.
  - (f) As otherwise provided in these Articles.
- 5.2.10 A Member will be deemed to be present at Congress if (a) such Member participates by telephone or other electronic means, and (b) all Members participating in the Congress are able to communicate with each other.
- 5.2.11 An individual may only represent one Member at Congress (either as a delegate or as an observer) and may not speak or vote on behalf of another Member (except as a duly appointed proxy). The chair of Congress may call for evidence of authority of any individual purporting to cast a vote on behalf of a Member.

- 5.2.12 A Member may be represented at Congress by a proxy who may speak and vote on behalf of the Member. The instrument appointing a proxy must be produced at the place designated for the Congress before the time for holding the meeting at which the person named in such instrument proposes to vote. The notice of the Congress may specify an alternative or additional place or time at which the proxy must be presented. The instrument appointing a proxy must be in such form as the chair of the Congress accepts as properly evidencing the wishes of the appointing Member.
- 5.2.13 Directors will not be permitted to represent a Member at Congress in any capacity.
- 5.2.14 No business (except an adjournment) will be transacted at Congress unless a quorum is present when it proceeds to business. A meeting of Congress is duly constituted and quorate if, at the commencement of the meeting, there are ten Full Members present by virtue of their duly appointed delegate(s) or by proxy. If such a quorum is not present within one hour from the time appointed for Congress, or if during Congress such a quorum ceases to be present, Congress will be adjourned to a date, time and location to be determined by the Board (and notified to Congress). Where such Congress is adjourned for 45 days or more, notice of the adjourned Congress will be given in the same manner as for the original Congress; otherwise, however, Members will not be entitled to any further notice of an adjournment or of the business to be transacted at an adjourned Congress.
- 5.2.15 The President will preside as chair at every Congress. If there is no President, or if the President is not present within 15 minutes from the time appointed for Congress, the Members present and entitled to vote will choose one of the members of the Board to chair the meeting or, if no such members are present or if all such present members decline to chair the meeting, will choose one of their number to take the chair.
- 5.2.16 The chair of Congress may, with the consent of Congress at which a quorum is present (and will if so directed by Members holding in excess of 50 per cent of the Voting Rights), adjourn Congress from time to time and from place to place (notifying Congress of the date, time and location of the adjourned meeting), but no business will be transacted at an adjourned Congress other than business that might properly have been transacted at Congress had an adjournment not taken place. Where such Congress is adjourned for 45 days or more, notice of the adjourned Congress will be given in the same manner as for the original Congress; otherwise, however, Members will not be entitled to any further notice of an adjournment or of the business to be transacted at an adjourned Congress.

#### *Decision-making*

- 5.2.17 Each Full Member is entitled to cast one vote on a resolution. For the avoidance of doubt, this is one vote per Full Member and not per delegate. Associate Members are not entitled to vote.
- 5.2.18 Unless otherwise specified in the Act or in the Memorandum or Articles, the exercise by the Members of a power given to them under the Act or the Memorandum or Articles will be by:
- (a) a resolution passed at Congress; or
  - (b) a resolution consented to in writing by the Members.
- 5.2.19 Subject to any requirement for a higher majority specified in the Act or in the Memorandum or these Articles, a resolution of the Members is passed at Congress if it is approved by Members holding a majority of in excess of 50 per cent of the Voting Rights exercised in relation thereto. Members will be entitled to vote by delegate or by post. All postal votes must be lodged with the Company at least 14 days prior to the relevant Congress.
- 5.2.20 At any Congress the chair is responsible for deciding whether any resolution proposed has been carried or not, in such manner as the chair considers appropriate. The result of such decision shall be announced to the Congress and recorded in the minutes of the Congress.

- 5.2.21 Any action that may be taken by the Members at Congress may also be taken by a resolution consented to in writing by Members holding in excess of 50 per cent of the Voting Rights in relation thereto (subject to any requirement specified in the Act or these Articles for a resolution to be passed by a particular majority) provided that a copy of the proposed resolution is sent to all of the persons entitled to consent to it. If any written resolution of the Members is adopted, a copy of such resolution will be sent to all Members forthwith upon it taking effect.
- 5.2.22 Where a written resolution has been circulated to a Member pursuant to Article 5.2.21 and has not been received back by the Company within 30 days of being sent, that Member will be deemed to have approved and signed the resolution.

## **6. THE BOARD**

### **6.1 Composition**

6.1.1 The Board will be comprised of:

- (a) the President, Vice-President, Finance Director and one further Director, each elected in accordance with Articles 6.1.2 to 6.1.11 (and each of whom must not be a director, employee or Consultant of a Regional Federation or a Member); and
- (b) one Director from each of the five Regional Federations, each elected in accordance with Articles 4.2 and 6.1.9.
- (c) the Corporate Director

The composition of the Board may only be varied by amendment to these articles.

6.1.2 Nominations for elected Board members must be received by the Company at least 60 days before the date of the Congress at which the election is to be held. A nomination will not be valid unless:

- (a) it is proposed by a Full Member and seconded by another Full Member in accordance with any nomination form prescribed; and
- (b) before the election takes place, the Company has received a CV and statement signed by the nominee confirming their willingness to stand and confirming that they have no pecuniary interest in the game of Netball (or, if they do have such an interest, setting out in full the nature and extent of such interest, which statement will be included in the papers distributed for Congress).

6.1.3 Details of all nominations received will be included in the papers distributed for the meeting of Congress at which the election is to be held, including a list of all valid nominations, any statements of pecuniary interest and a CV for each nominee.

6.1.4 Prior to the election, each nominee will be given the opportunity to be heard by Congress (for a maximum of five minutes) and Congress will have the opportunity to ask questions of the nominee.

6.1.5 Elections will be conducted by secret ballot in the following order (where applicable):

- (a) Election for President.
- (b) Election for Vice-President. If the elected President is also a nominee for Vice-President, they will be automatically removed from the election for Vice-President.
- (c) Election for Finance Director. If the elected President and/or Vice-President is also a nominee for the role of Finance Director, they will be automatically removed from the election for Finance Director.

6.1.6 On all elections (including where there is only one nominee for any given role), the elected nominee must receive more than one half of the votes duly recorded. If there are more than two nominees and no one nominee receives more than one half of the votes duly recorded, then a further ballot or ballots will be held. On each ballot after the first one, the nominee who has received the least number of votes on the previous ballot will be automatically removed

from further ballots for that role. This process will continue until one nominee secures more than one half of the votes duly recorded in the ballot, and that nominee will be elected. If in any ballot two or more nominees have an equal number of votes and one of them has to be removed from further ballots, the nominee with the least number of votes in the previous ballot (in which they did not have an equal number of votes) will be removed. Pursuant to Article 5.2.9(c), the chair of Congress will have a casting vote in the case of equality of voting.

6.1.7 The appointment by the Congress of the further Director will be made on the recommendation of the Board following an open, publicly advertised recruitment process led by the Nominations Committee. The procedure shall be formal, rigorous and transparent, and all recommendations for appointment will be made on merit in line with the skills required of the Board.

6.1.8 Subject to Article 6.1.9 and the Regulations:

- (a) the term of office of each elected member of the Board will be four years, and elected members of the Board will hold office
  - from the close of the Congress at which they were elected or associated International Event, such as the Netball World Cup (whichever is later),
  - until the close of Congress at which their position falls vacant for election or associated International Event (whichever is later;)
- (b) subject to Article 6.1.7(c), each Director elected pursuant to Article 6.1.1(a) will retire from office at the second ordinary Congress after the Congress at which they (or, if elected pursuant to Article 6.1.9, the Director originally appointed for the relevant term) were previously elected;
- (c) subject to Articles 6.1.10 and 6.1.11, a Director who retires by rotation may offer themselves for re-election.

6.1.9 A Director will be deemed to have vacated office if (to the extent applicable):

- (a) they resign from office by written notice to the Company;
- (b) they are ineligible or ceases to be a Director by virtue of any provision of the Act (including, without limitation, sections 93 and 96), or becomes prohibited by law from being a Director;
- (c) they become bankrupt or in the case of the Corporate Director insolvent or makes any arrangement or composition with their creditors generally;
- (d) an order is made by a court having jurisdiction (whether in the Isle of Man or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, liquidator or other person to exercise powers with respect to their property or affairs;
- (e) with the exception of the Corporate Director, they are absent from Board meetings for more than two consecutive meetings, without the consent of the Board, and the Board determines that their office should be vacated; or
- (f) they have been convicted of a criminal offence (other than a motoring offence not resulting in a custodial sentence) and the Board determines that their office should be vacated.

6.1.10 In the event of a vacancy on the Board in respect of a Director appointed pursuant to Articles 6.1.2 to 6.1.11, the Board will elect a replacement to hold office for the remainder of the term. In the event of a vacancy on the Board in respect of a Director appointed pursuant to Article 4.2, the Board will call upon the relevant Regional Federation to elect a replacement to hold office for the remainder of the term.

- 6.1.11 No Director may serve more than three consecutive terms provided however that when a Board Member is elected or appointed to fill a vacancy on the Board and
- a) the unexpired term of their predecessor in office is for two or more years, such term shall constitute a full term and the Board Member may serve two additional consecutive four-year terms following the completion of the filled vacancy term; or
  - b) the unexpired term of their predecessor in office is for less than two years, the term shall not constitute a full term and the Board Member may serve three additional consecutive four-year terms following completion of the filled vacancy.

## **6.2 Powers of the Board**

- 6.2.1 Subject to the provisions of the Act, these Articles, and any directions given by Special Resolution of the Full Members, the business of the Company will be managed by the members of the Board (excluding the Corporate Director), for which purpose it may exercise all of the powers of the Company. Such business includes:

- (a) reviewing the progress of the Company;
- (b) reviewing the policies of the Company;
- (c) preparing a strategic plan for the future of the Company;
- (d) approving, issuing, amending and rescinding Regulations;
- (e) appointing committees and panels pursuant to Article 8;
- (f) marketing and promoting Netball and duly sanctioned events worldwide;
- (g) including notice of any motions, proposals or other matters on the agenda for Congress;
- (h) approving the Company's, annual statement of accounts and balance sheet;
- (i) determining the subscriptions payable by Members;
- (j) appointing the auditors and determining their remuneration; and
- (k) changing the Company's registered agent or the location of the Company's registered office.
- (l) Ensuring a clear and adequate risk management process;
- (m) monitoring the implementation of ethical principles and rules;
- (n) and approving the Company's annual budget.

- 6.2.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as shall from time to time be determined by the Directors (excluding the Corporate Director).

- 6.2.3 Any written contract, deed, instrument, power of attorney or other document may be made or executed on behalf of the Company by any person (including any Director) acting with the authority of the Directors.

- 6.2.4 The Board acting with the consent of the Corporate Director, may resolve, by power of attorney or otherwise, to appoint any person(s) (including a Director) to be the agent of the Company, for such purposes and on such conditions as they determine.

- 6.2.5 All relevant decisions of the Board will be reported to Members following each Board meeting (in a format to be determined by the Board from time to time) and in the biennial report provided to Congress pursuant to Article 5.2.7.

- 6.2.6 Notwithstanding any other provision of these articles, the Corporate Director will waive its right to vote at Board meetings and shall be discharged of its obligation to attend Board meetings.

## **6.3 Meetings**

- 6.3.1 Subject to the provisions of these Articles, the Board will regulate its proceedings as it sees fit.

- 6.3.2 The Board will meet as often as it considers necessary or desirable, but in any event at least twice a year. A Board member may require the CEO to call a Board meeting.

- 6.3.3 The President will chair all meetings of the Board. In the absence of the President, the Directors present at the meeting may appoint one of their number to be the chair of the meeting and may at any time remove them from that role.
- 6.3.4 The CEO will be entitled to attend and speak at all meetings of the Board.
- 6.3.5 Where the President considers it appropriate, Board meetings may be held by telephone or video conference or by any other like facility, provided that each Director is given notice of the meeting and, if they wish to participate, is able to participate effectively in the meeting and can properly follow the proceedings and contribute thereto; provided always that at least one Board meeting each year must take place with the personal attendance of the Directors other than the Corporate Director.
- 6.3.6 A meeting of the Board is duly constituted and quorate if, at the commencement of the meeting, there are five Directors present, of which at least one is the President, Vice-President or Finance Director.
- 6.3.7 The continuing member(s) of the Board may act notwithstanding any vacancies in their number but, if the number of Board members is less than the number required for a quorum, the continuing member(s) may act only for the purposes of filling the vacancies or calling a Congress.
- 6.3.8 All acts of the Board, or of a committee of the Board, or by a person acting as a member of the Board will, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any member of the Board or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Board and had been entitled to vote.
- 6.3.9 Subject to the provisions of the Act, a member of the Board, notwithstanding their office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
  - (c) will not, by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement will be liable to be avoided on the ground of any such interest or benefit.
- 6.3.10 A member of the Board will be obliged to disclose all (direct or indirect) material and pecuniary interests that they have in any matter to be discussed.
- 6.3.11 For the purposes of these Articles:
- (a) a general notice given to the Board that a member of the Board is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested, will be deemed to be a disclosure that the member of the Board has an interest in any such transaction of the nature and extent so specified; and
  - (b) an interest of which a member of the Board has no knowledge and of which it is unreasonable to expect them to have knowledge will not be treated as an interest that must be disclosed in accordance with Article 6.3.10.
- 6.3.12 Save as otherwise provided by these Articles, a member of the Board will not vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which they

have directly or indirectly a pecuniary interest or duty which is material and which conflicts or may conflict with the interests of the Company unless their interest or duty arises only because the case falls within one or more of the following paragraphs:

- (a) The resolution relates to the giving to them of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by them for the benefit of the Company, or any of its subsidiaries.
- (b) The resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the member of the Board has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security.

For the purposes of this Article, a pecuniary interest of a person who is connected with a member of the Board shall be treated as a pecuniary interest of the member of the Board.

- 6.3.13 A member of the Board shall not be counted in the quorum present at a meeting of the Board in relation to a resolution on which they are not entitled to vote.
- 6.3.14 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a member of the Board to vote, the question shall be referred to the chair of the meeting and their ruling shall be final and conclusive.
- 6.3.15 Each Director is entitled to one vote on a resolution, save that the chair of the meeting will have one deliberative vote and one casting vote.
- 6.3.16 Unless otherwise specified in the Act or in the Memorandum or these Articles, the exercise by the Directors of a power given to them under the Act or the Memorandum or these Articles will be by a resolution passed at a meeting of, or consented to in writing by, the Directors (or any committee of Directors).
- 6.3.17 Subject to any contrary provision in the Memorandum or these Articles, a resolution of Directors is passed at a meeting of the Directors if it is approved by a majority of the Directors who are present at such meeting and, being entitled to do so, vote thereon.
- 6.3.18 Any action that may be taken by the Directors (or a committee of Directors) at a meeting may also be taken by a resolution of the Directors (or a committee of Directors) consented to in writing by a majority of the Directors (or committee of Directors) provided that a copy of the proposed resolution is sent to all of the persons entitled to consent to it. If any written resolution of the Directors (or committee of Directors) is adopted, a copy of such resolution will be sent to all such Directors forthwith upon it taking effect.
- 6.3.19 Where a written resolution has been circulated to a Director pursuant to Article 6.3.18 and has not been received back by the Company within 30 days of being sent, that Director will be deemed to have approved and signed the resolution.

## **6.4 Remuneration**

- 6.4.1 No Director, except the President and the Corporate Director, will be paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company for discharging their duties as such.
- 6.4.2 With the exception of the Corporate Director, Directors will be reimbursed travelling, hotel and other expenses properly incurred by them in connection with their attendance at Company events or meetings of Directors or meetings of Congress or other meetings or otherwise in connection with the discharge of their duties.
- 6.4.3 With the exception of the Corporate Director, Directors may be paid a daily expense allowance when engaged on official business of the Company.



- 6.4.4 The Corporate Director will be remunerated in line with the scale of charges agreed annually with the company.

## **7. CHIEF EXECUTIVE OFFICER**

- 7.1 A CEO will be appointed by the Board and engaged, for such term and on such conditions as the Board thinks fit, to perform the day-to-day administration and management of the Company's affairs and such other tasks as the Board may determine from time to time.
- 7.2 The Board may terminate the contract of the CEO, subject to the terms thereof and any other legal obligations, as it sees fit.

## **8. COMMITTEES AND PANELS**

- 8.1 The Board may appoint committees and panels to carry out such duties as determined by the Board and may issue Regulations concerning such appointment.

## **9. DISTRIBUTIONS**

- 9.1 The income, property and all other assets of the Company will be applied solely in furtherance of its objects as set out in Article 2.1, and no portion thereof will be paid or transferred, directly or indirectly (including by way of distribution, dividend, bonus or otherwise howsoever by way of profit), to any Member, provided that nothing herein will prevent the Company from distributing grants to Members in accordance with its objects.

## **10. WINDING UP**

- 10.1 The Company may only be dissolved by a Special Resolution of the Full Members.
- 10.2 Upon the winding-up or dissolution of the Company, whether by virtue of a resolution of the Full Members or otherwise, if there remains any property whatsoever after the satisfaction of all of the Company's debts and liabilities, that remaining property will not be distributed among the Members but will either:
- (a) be given or transferred to some other organisation(s) having objects similar to those of the Company, and which prohibits the distribution of its income and property to an extent at least as great as the prohibition on the distribution of the income and property of the Company; or
  - (b) be transferred to a third-party professional trustee in the Isle of Man or in the country in which the Company's secretariat is situated, to be held in trust until the International Netball Federation is re-established.

## **11. NOTICES**

- 11.1 Any document, notice, information or written statement to be given, sent, supplied, delivered or provided to any person or Member by the Company, whether pursuant to these Articles, the Act or otherwise, is to be treated as served where it is made available on a website or it is sent in electronic form or by personal service or by mail addressed to the person or Member at their last address notified to the Company.
- 11.2 Any document, notice, information or written statement sent by electronic communication to an address for the time being notified to the Company will be deemed to be given at the expiration of 48 hours after the time it was sent.
- 11.3 Proof that an envelope containing a document, notice, information or written statement was properly addressed, prepaid and posted by registered post or first class air mail post will be conclusive evidence that it was given by mail. Such document, notice, information or written statement will be deemed to be given at the expiration of 14 days after the envelope containing it was posted.

11.4 A Member will be deemed to have received notice of any meeting in the event that an authorised representative of that Member was present at that meeting.

11.5 Notices or documents to be served on the Company will be treated as served where they are delivered to the office of the Company's secretariat or to the registered office of the Company.

## **12. ACCOUNTS AND AUDIT**

12.1 The Board will ensure that the Company keeps reliable accounting records that correctly explain the Company's transactions, enable the financial position of the Company to be determined with reasonable accuracy at any time and allow financial statements to be prepared.

12.2 The financial year of the Company will be 1 January to 31 December.

12.3 The reporting currency of the Company will be pounds sterling.

12.4 Accounting records will be kept at the office of the Company's secretariat or at such other place or places as determined by the Board.

12.5 The Board will be responsible for preparing an annual statement of accounts and balance sheet relating to the Company's activities.

12.6 At least once a year the accounts of the Company will be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditors. The auditor(s) will examine the financial statements and state in a written report whether or not:

(a) in the opinion of the auditor(s), the financial statements give a true and fair view of the receipts, payments and other transactions undertaken by the Company for the period covered by the financial statements, and of the assets and liabilities of the Company at the end of the period; and

(b) all the information and explanations required by the auditor(s) have been obtained.

12.7 The Board will ensure that the annual statement of accounts and balance sheet are prepared and audited as soon as practicably possible after the financial year end to which the accounts relate and, in any event, not later than three months after the financial year end.

12.8 The Board will arrange for a copy of the income and expenditure account, balance sheet and auditor's report to be sent to all Full Members no later than 90 days after the receipt of the auditor's report.

12.9 The auditor(s) will be appointed, and their remuneration determined, by the Board.

## **13. INDEMNITY**

13.1 Subject always to Article 13.2 and section 112 of the Act, without prejudice to any indemnity to which the person(s) concerned may otherwise be entitled, every Director and other officer of the Company (other than anyone engaged by the Company as an auditor), every person who was, at the request of the Company, serving as a director and/or officer of an associated company, every member of a committee or panel appointed by the Board, and every other appointee of the Board, will be indemnified out of the assets of the Company against:

(a) any liability incurred by her in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; and

(b) all expenses, including legal fees, and all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings against any such person who is or was a party or is

threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a Director, officer or other person as is set out above.

- 13.2 The indemnity in Article 13.1 only applies if the person acted honestly and in good faith and in what such person believed to be in the best interests of the Company and, in the case of criminal proceedings, such person had no reasonable cause to believe that their conduct was unlawful.
- 13.3 The decision of the Directors as to whether the person acted honestly and in good faith and in what such person believed to be in the best interests of the Company and as to whether the person had no reasonable cause to believe that their conduct was unlawful is, in the absence of fraud, sufficient for the purposes of these Articles, unless a question of law is involved.
- 13.4 The Board may purchase and maintain insurance, at the expense of the Company, in relation to any person who is or was a Director or other officer of the Company, any person who is or was, at the request of the Company, serving as a director and/or officer of an associated company, any member of a committee or panel appointed by the Board, and any other appointee of the Board, against any liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability under Article 13.1.
- 13.5 Subject to section 60(5) of the Act, no Director, former Director, officer or liquidator of the Company will be liable for any liability or default of the Company, unless specifically provided in the Act or in any other enactment and except in so far as that person may be liable for that person's own conduct or acts.

#### **14. MINUTES AND RECORDS**

- 14.1 The Board will ensure that minutes are recorded, and books kept in relation to:
- (a) all appointments made by the Board;
  - (b) all proceedings at all meetings of the Company, including meetings of the Members, the Board and any committee or panel, such minutes to include details of those present, the location, time and date of the meeting; and
  - (c) all decisions made at such meetings.
- 14.2 The following documents will be kept at the office of the Company's Isle of Man registered agent:
- (a) copies of the Memorandum and Articles signed by each of the subscribers;
  - (b) a copy of the register of Members;
  - (c) a copy of the register of Directors;
  - (d) a copy of the register of charges;
  - (e) copies of minutes of all meetings of the Members and the Directors;
  - (f) copies of all notices and other documents filed by the Company with the Registrar in the previous six years; and
  - (g) if not included in the copies of the register of Members or Directors, a separate record of each party's residential address.
- 14.3 The following documents will be kept at the office of the Company's secretariat:
- (a) the original register of Members and register of Directors;

- (b) minutes of all meetings and resolutions of the Members;
- (c) minutes of all meetings and resolutions of the Directors; and
- (d) all accounting records required to be kept under the Act.

14.4 The Company will notify its registered agent within 14 days of any change to its register of Members or register of Directors.

14.5 The records kept by the Company under this Article will be in written form or either wholly or partly as electronic records complying with the requirements of the Electronic Transactions Act 2000.

14.6 Except as provided by law or authorised by the Directors, no person or entity is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

## 15. DISPUTE RESOLUTION

15.1 The Company recognises the CAS, which will have jurisdiction to hear and determine the following, to the exclusion of all other courts, tribunals and arbitration bodies of any country or organisation whatsoever:

- (a) any final decision of a body made pursuant to these Articles that provides for an appeal from that decision directly to CAS; and
- (b) any matters as set out in the Regulations.

15.2 The CAS will resolve any matter referred pursuant to Article 15.1 definitively in accordance with its Code of Sports-Related Arbitration. CAS shall primarily apply the various Regulations of INF and, additionally, Isle of Man law.

15.3 Decisions of the CAS may not be challenged in any forum or on any grounds except as set out in Chapter 12 of Switzerland's Federal Code on Private International Law.

## 16. GOVERNING LAW

16.1 The Memorandum and Articles, and any dispute or claim arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations), will be governed by and construed in accordance with the laws of the Isle of Man (without regard to the conflict of law principles thereof).

## 17. DEFINITIONS AND INTERPRETATION

17.1 Capitalised terms in these Articles have the following meanings:

**Act** means the Isle of Man Companies Act 2006, including any statutory modification or re-enactment thereof for the time being in force.

**Articles** means these Articles of Association of the Company, as amended from time to time.

**Associate Member** means an entity that has been admitted as a member of the Company in accordance with Article 3.3.

**Board** means the board of Directors, elected or appointed pursuant to Articles 4.2 and 6.1.1 to 6.1.11

**CAS** means the Court of Arbitration for Sport in Lausanne, Switzerland.

**CEO** means the chief executive officer of the Company, appointed pursuant to Article 7.

**Company** means the International Netball Federation Limited.

**Congress** means the meeting of the Members of the Company referred to in Article 5.1.

**Consultant** means any person appointed by a Regional Federation or Member (as applicable) to provide professional advice and/or services and who is remunerated for such advice and/or services.

**Corporate Director** means Ceteris Limited, an Isle of Man 2006 Act Company incorporated on 23<sup>rd</sup> August 2013 under company number 010089V, having its registered office at First Floor, Millennium House, Victoria Rd, Douglas, Isle of Man, IM2 4RW or such other company as may be appointed from time to time by the company to act as a corporate director of the Company.

**Country** means the whole country, state, territory or part of a territory under the jurisdiction of a National Association, as recognised by the Company in its absolute discretion.

**Director** means a director of the Company, elected or appointed pursuant to Article 4.2 or Articles 6.1.1 to 6.1.11.

**Finance Director** means the person elected pursuant to Article 6.1.5(c).

**Full Member** means a National Association that has been admitted as a member of the Company in accordance with Article 3.3.

**International Event** means a duly sanctioned match, competition or event contested by national representative teams or by teams under the jurisdiction of different National Associations or by teams representing different Regional Federations.

**Member** means an entity that has been admitted as a member of the Company in accordance with Article 3.3.

**Memorandum** means the Memorandum of Association of the Company, as amended from time to time.

**National Association** means a national governing body of Netball.

**Netball** means the sport of netball and other derivatives of the game as determined by the Board from time to time.

**Nominations Committee** means the committee appointed by the Board pursuant to Article 8.1 that is responsible for developing and maintaining a formal, rigorous and transparent procedure for making recommendations on appointments and reappointments to the Board in accordance with Article 6.1.7.

**Participants** means all those involved in netball including but not limited to players, coaches, athlete support personnel, officials, administrators.

**President** means the person elected pursuant to Article 6.1.5(a).

**Region** means one of the following areas: Africa, Asia, Europe, Oceania and the Americas.

**Regional Federation** means a regional federation established in accordance with Article 4.

**Registrar** means the Registrar of Companies appointed under section 205 of the Act.

**Regulations** means any rules, regulations, codes or policies made by or on behalf of the Company, as amended from time to time.

**Special Resolution** means any resolution duly passed at any meeting by 75 per cent or more of those persons attending and entitled to vote or, in the case of a written resolution, duly passed by 75 per cent or more of those persons entitled to receive a copy of the resolution.

**Vice-President** means the person elected pursuant to Article 6.1.5(b).

**Voting Rights** means, in relation to a resolution of the Members, all the rights to vote on such resolution conferred on such Members on the basis that each Member is entitled to one vote on any resolution on which such Member is entitled to vote.

- 17.2 'Written' or any term of like import includes information generated, sent, received or stored by electronic, digital, magnetic, optical, electromagnetic, biometric or photonic means including electronic data interchange, electronic mail, telegram, telex or telecopy, and 'in writing' will be construed accordingly.
- 17.3 In these Articles, unless the context otherwise requires:
- (a) a reference to an 'Article' is a reference to an article in these Articles;
  - (b) words denoting any one gender include all other genders and words denoting the singular will include the plural and vice versa; words importing persons except the word 'individual' will include associations, federations, corporations and other organisations whether incorporated or unincorporated; and
  - (c) unless defined herein, words or phrases in these Articles bear the same meaning as they bear in the Act.
- 17.4 Headings are for ease of reference only and will not affect the interpretation of these Articles.
- 17.5 Where there is any conflict between the provisions of these Articles and any Regulations, the provisions of these Articles will prevail.