THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

- of -

INTERNATIONAL NETBALL FEDERATION LIMITED TRADING AS WORLD NETBALL

(the Company)

August 2025

TABLE OF CONTENTS

1.	PRELIMINARY	2
2.	PURPOSES, POWERS AND AUTHORITY	2
3.	MEMBERSHIP	4
4.	REGIONAL FEDERATIONS	10
5.	CONGRESS	11
6.	THE BOARD	15
7.	CHIEF EXECUTIVE OFFICER	20
8.	COMMITTEES AND PANELS	20
9.	DISTRIBUTIONS	20
10.	WINDING UP	20
11.	NOTICES AND COMMUNICATIONS	21
12.	ACCOUNTS AND AUDIT	21
13.	INDEMNITY AND INSURANCE	22
14.	MINUTES AND RECORDS	22
15.	DISPUTE RESOLUTION	22
16.	GOVERNING LAW	23
17.	DEFINITIONS AND INTERPRETATION	23

1. PRELIMINARY

1.1 These Articles shall constitute the articles of association of the Company and, for the purposes of Section 20 of the Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

1.2 The official language of the Company is English and the registered office of the Company is to be in England.

1.3 Capitalised terms in these Articles shall have the meanings given to them in Article 17.

2. PURPOSES, POWERS AND AUTHORITY

2.1 The Company's fundamental purposes are:

2.1.1 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;

2.1.2 to act as the sole ultimate governing body for the sport of Netball throughout the world, governing and regulating the sport of Netball 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 of Netball;

2.1.3 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;

2.1.4 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 of Netball as a whole;

2.1.5 to promote international competition and the organisation of international events to world class standards by the Company and / or on its behalf;

2.1.6 to preserve the integrity of the sport of Netball, 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);

2.1.7 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;

2.1.8 to examine and promote research and development and the dissemination of information in all areas relating to Netball;

2.1.9 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;

2.1.10 to maintain Netball on the Commonwealth Games programme and to strive for the addition of Netball to the Olympic programme;

2.1.11 to assume responsibility for the technical control and direction of Netball at the Commonwealth Games and the Olympic Games;

2.1.12 to support the development and promotion of Netball through partnership relations with governments, non-governmental organisations and other organisations;

2.1.13 to promote the establishment and expansion of sports facilities worldwide, encouraging sustainable and responsible development schemes and respect for the environment;

2.1.14 to promote the safeguarding and welfare of all Participants in Netball; and

2.2 In furtherance of its purposes the Company may, without limitation:

2.2.1 amend these 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;

2.2.2 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;

2.2.3 apply and enforce these Articles and the Regulations, and / or ensure their application and enforcement by Regional Federations and / or Members throughout the sport of Netball;

2.2.4 organise and / or sanction the organisation of International Events;

2.2.5 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;

2.2.6 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;

2.2.7 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;

2.2.8 invest any funds in such manner as thought fit;

2.2.9 establish, acquire or otherwise control other legal entities such as foundations, trusts or corporations;

2.2.10 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;

2.2.11 establish and / or assist in the establishment of Regional Federations; and

2.2.12 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 Member of the Board or any Board 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 who participates as a player, umpire, tournament official or team official in any International Event), will be deemed to have agreed and acknowledged that:

2.3.1 the Company has sole ultimate authority over the governance, regulation and playing of Netball;

2.3.2 they shall not become a Member of or recognise or otherwise support any organisation with similar purposes or objects to the Company unless that organisation is recognised by the Company;

2.3.3 they are bound by and must comply with 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 these Articles and the Regulations; and

2.3.4 they submit to the jurisdiction of 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 shall 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

Liability of Members

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

3.1.1 payment of the Company's debts and liabilities contracted before it ceases to be a Member;

3.1.2 payment of the costs, charges and expenses of winding up; and

3.1.3 adjustment of the rights of the contributories among themselves.

One Country, one Member

3.2 Membership of the Company is open to either one Full Member Associate Member or one Emerging 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.

Criteria for membership

Full Members

3.3 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:

3.3.1 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);

3.3.2 it must be a fully paid up Member of the relevant Regional Federation;

3.3.3 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);

3.3.4 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 these Articles and the Regulations;

3.3.5 its constitution (as amended from time to time) must comply with these Articles and the Regulations; and

3.3.6 it must be solvent.

Associate Members

3.4 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:

3.4.1 it can, in the opinion of the Board, usefully contribute to the business of the Company;

3.4.2 it must be a fully paid up Member of the relevant Regional Federation;

3.4.3 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

3.4.4 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).

Emerging Members

3.5 To be and remain an Emerging Member, a National Association (or other entity) that is neither a Full Member nor an Associate Member must satisfy (both at the time it applies for membership and at all times thereafter) the following evidence:

3.5.1 intent to Develop Netball Nationally. Documentation may include letters of support from government bodies or sports authorities;

3.5.2 a provisional committee or working group responsible for netball development;

3.5.3 early-stage Netball Activity. Examples include school programmes, community sessions, training workshops, or pilot competitions;

3.5.4 commitment to World Netball Values. Including safeguarding, integrity, gender equity, and inclusiveness;

3.5.5 a 1-3 year national plan that outlines steps toward achieving Associate Membership.

Applications for membership

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

3.6.1 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;

3.6.2 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 15.1.1; and

3.6.3 any other type of application for membership may be made in writing to the Board.

3.7 Membership is not transferable.

3.8 All applications for membership under Article 3.5. must be made in writing, in such form as prescribed by the Board from time to time, and must be accompanied by:

3.8.1 a copy of the written constitution of the applicant;

3.8.2 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;

3.8.3 the most recent annual accounts of the applicant;

3.8.4 a non-refundable joining fee and (in respect of an application to be a Full Member) an annual membership fee (refundable in the event the application is not approved) pursuant to Articles 3.21, 3.22 and 3.23 (as applicable);

3.8.5 evidence establishing that the applicant satisfies the criteria set out in Article 3.3 (in respect of an application to be a Full Member) or Article 3.4 (in respect of an application to be an Associate Member); and

3.8.6 any further information requested by the Board.

3.9 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 recommendation 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.

3.10 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 for the outcome of the application.

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

3.11.1 the Board will specify the criteria by which the competing claims are to be assessed;

3.11.2 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;

3.11.3 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;

3.11.4 the decision of Congress will be final (although the unsuccessful applicant may appeal that decision to CAS in accordance with Article 15.1.1).

3.12 If an application for membership of the Company is approved, such membership will take effect:

3.12.1 upon the close of the meeting at which the application was approved; or

3.12.2 on the date of the written resolution approving the application, as appropriate.

Withdrawal from membership

3.13 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.

Suspension and expulsion from membership

3.14 Subject to Article 3.14, a Member that fails to pay its annual subscription by 31 January of any year shall be automatically suspended from membership, and a Member that fails to pay that subscription by the end of the calendar year shall be automatically expelled from membership.

3.15 A Member that has been suspended pursuant to Article 3.13 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 shall be automatically readmitted to membership.

3.16 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 3.13 will apply.

3.17 In addition to Article 3.13, the Full Members may, by Special Resolution, suspend or expel any Member from membership of the Company on any of the following grounds:

3.17.1 a Member has become insolvent, suspended operations, dissolved or otherwise ceased to exist, or proposes to do any of those things;

3.17.2 a Member no longer satisfies all of the criteria for membership set out in Article 3.3 (if a Full Member) or Article 3.4 (if an Associate Member);

3.17.3 an Associate Member fails to become a Full Member in accordance with the agreed pathway and timeline pursuant to Article 3.4.4;

3.17.4 an outside body interferes improperly with the autonomy of the Member, in respect of its operations and / or its composition or otherwise;

3.17.5 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; or

3.17.6 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 shall be subject to appeal by the Member to CAS in accordance with Article 15.1.1.

3.18 Subject to Article 3.13, only the Full Members may expel a Member. However, the Board may at any time suspend any Member from membership of the Company on any of the grounds set out in Article 3.16 pending consideration of the matter by the Full Members pursuant to that Article. The Board shall 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 15.1.1 against any refusal by the Board to stay its decision to suspend the Member pending consideration of the matter by the Full Members.

3.19 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.

3.20 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 Articles 3.3. 3.4 and Article 3.5 and on such terms as determined by the Full Members and / or the Board in their absolute discretion.

3.21 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 Events, 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 15.1.1. 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 15.1.1 against any refusal by the Board to stay its decision pending consideration of the matter by the Full Members.

Joining and Membership Fees

3.22 An entity that applies to be an Associate Member in accordance with Articles 3.4 and 3.5 shall pay a non-refundable joining fee upon its application for membership. If the application for membership is approved, the joining fee shall be deemed to include the annual

membership fees payable by the entity for the first five years of its membership as an Associate Member.

3.23 An Associate Member that applies to convert its membership to become a Full Member shall not be required to pay a further joining fee but shall pay an annual membership fee upon its application (refundable in full if the application is not approved). If the application to be a Full Member is approved, the entity shall, in addition, be required to pay an annual membership fee for each year of membership thereafter.

3.24 An entity that applies to be a Full Member in accordance with Articles 3.3 and 3.5 shall, upon its application for membership, pay:

3.24.1 a non-refundable joining fee; and

3.24.2 an annual membership fee (refundable in full if the application for membership is not approved).

If the application for membership is approved, the entity shall, in addition, be required to pay an annual membership fee for each year of membership thereafter.

3.25 The amount of any joining fee and annual membership fee shall be determined by the Board.

3.26 The Board will notify Members of the amount of the annual membership fee 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 shall be entitled to adopt a policy for rewarding early payment by granting a discount on the annual membership fee.

Rights and obligations of Members

3.27 Subject always to the powers to suspend membership rights set out in these Articles:

3.27.1 a Full Member shall enjoy all of the rights and benefits conferred on Members by these Articles and the Regulations; and

3.27.2 save as set out in these Articles and / or the Regulations, Associate Members shall enjoy the same rights and benefits as conferred on Full Members.

3.27.3 Emerging Members will have:

- access to World Netball development resources and toolkits;
- participation in selected regional development activities;
- eligibility for training and capacity-building programmes;
- support in forming a compliant National Governing Body;
- visibility on the World Netball website as an Emerging Member;
- observer (non-voting) status at selected World Netball events where appropriate.

3.27.4 Emerging Members do not have:

- voting rights within World Netball governance structures;
- eligibility for World Netball ranking or sanctioned international competitions.

3.28 Each Member must:

3.28.1 respect and further the purposes of the Company set out in Article 2.1;

3.28.2 pay when due all subscriptions and other monies owing to the Company;

3.28.3 select its officeholders by democratic elections free from any improper external influence;

3.28.4 manage its affairs autonomously and without interference from bodies outside the Olympic movement;

3.28.5 comply with these Articles and the Regulations;

3.28.6 adopt, implement and enforce within its Country, statutes and / or regulations that are consistent with 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 rules (as amended from time to time);

3.28.7 comply with, recognise and enforce within its Country:

(a) all decisions of the Company's constituent bodies and / or officials made under these Articles and the Regulations;
(b) periods of ineligibility and other disciplinary sanctions imposed by the Company; and
(c) periods of ineligibility and other disciplinary sanctions imposed by Regional Federations or Members;

3.28.8 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;

3.28.9 provide to the Board, upon request, a copy of its constitution and annual accounts; and

3.28.10 file such reports on its activities and provide such other information as requested by the Board from time to time.

3.29 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:

4.1.1 it must comply with these Articles and the Regulations;

4.1.2 the constitution establishing the body must have been approved by the Board as compliant and consistent in all respects with these Articles and the Regulations, and must include provisions:

(a) 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;
(b) formally undertaking to be bound by and to comply with these Articles and the Regulations;
(c) incorporating anti-doping regulations that are compliant with the World Anti-Doping Code and the Company's anti-doping rules; and
(d) incorporating anti-corruption regulations that are compliant with the Company's anti-corruption regulations; and

4.1.3 it must admit into membership (and continue the membership of) Members located in its Region, and only those Members (and 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 shall be responsible for the following:

4.2.1 assisting the Company in furthering its purposes in the relevant Region, including implementing the policies of the Company; and

4.2.2 where members of a Regional Federation are also Full Members of the Company, electing from their Region a Director to be appointed to the Board (and such Members shall notify such election to the Company at least 60 days before the date of the relevant Congress), and any replacement as required in accordance with Article 6.10, provided that the appointed person must not be a Director, employee or Consultant of the Regional Federation or of any 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 15.1.1.

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 of that decision 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 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 15.1.1 against any refusal by the Board to stay its decision pending consideration of the matter by Congress.

5. CONGRESS

Composition and authority

5.1 Congress is the Members of the Company in general meeting.

5.2 Congress has supreme and ultimate authority in relation to the affairs of the Company, including sole and exclusive authority to:

5.2.1 amend these Articles (which may only be affected by Special Resolution);

5.2.2 establish and amend the official rules of the game of Netball (which may only be affected by Special Resolution);

5.2.3 admit a Member;

5.2.4 expel a Member; and

5.2.5 elect the President and the Vice-President in accordance with Article 6.5.

Meetings

5.3 Ordinary meetings of Congress will be held once every two years, at a date, time and location to be determined by the Board.

5.4 Special meetings of Congress will be held at a date, time and location to be determined by the Board:

5.4.1 at the request of the Board; or

5.4.2 following receipt by the Board of a written request, signed by Members entitled to exercise at least five per cent of the Voting Rights, setting out the general nature of the business to be dealt with at the meeting and including the text of any resolution intended to be moved at the meeting.

Notice

5.5 Subject to Article 5.6, Members must be given at least 90 days' notice of the date, time and location of any Congress and of 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). Congress may be called on shorter notice if Members holding at least 90 per cent of the Voting Rights on all of 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).

5.6 On receipt of a written request made pursuant to Article 5.4.2, the Board must call a special meeting within 21 days and the special meeting must be held not more than 28 days after the date of the notice calling the special meeting.

5.7 The inadvertent failure by 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.

5.8 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.

5.9 Members are 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 meeting in question.

5.10 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:

5.10.1 the minutes of the previous Congress and notice of a motion to approve those minutes and consider any matters arising therefrom;

5.10.2 a report from the Board;

5.10.3 details of any applications for membership to be considered;

5.10.4 details of any motions or proposals to be considered;

5.10.5 details of any other business to be considered; and

5.10.6 the proposed date and place of the next Congress.

5.11 Any matter that is not included on the agenda sent to the Members may only be discussed at the meeting if the Members present at the meeting agree to do so.

Attendance

5.12 Meetings of Congress may be attended by the following persons:

5.12.1 each Full Member will be entitled to appoint up to two delegates to attend at Congress, together 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;

5.12.2 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 5.10.4, or with the permission of the chair of Congress) or vote;

5.12.3 Each Emerging Member will be entitled to appoint one person to attend at Congress, solely as an observer with no entitlement to speak (with the permission of the chair of Congress) or vote

5.12.4 the CEO and the 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);

5.12.5 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;

5.12.6 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; and

5.12.7 as otherwise provided in these Articles.

5.13 A Member will be deemed to be present at Congress if:

5.13.1 such Member participates by telephone or other electronic means; and

5.13.2 all Members participating in the Congress are able to communicate with each other.

5.14 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.

5.15 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.

5.16 Directors will not be permitted to represent a Member at Congress in any capacity.

5.17 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 proxy.

5.18 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.

5.19 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.

5.20 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

5.21 Each Full Member is entitled to cast one vote on a resolution. For the avoidance of doubt, this means one vote per Full Member, and not one vote per delegate. Neither Associate Members nor Emerging Members are not entitled to vote.

5.22 Unless otherwise specified in these Articles, the exercise by the Members of a power given to them under these Articles will be by:

5.22.1 a resolution passed at Congress; or

5.22.2 a written resolution consented to by the Members in accordance with Article 5.25 (subject to Article 5.27).

5.23 Subject to any requirement for a higher majority specified in the Act or in 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 are 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.

5.24 At any Congress, the chair of Congress 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.

5.25 A written resolution agreed by the Appropriate Majority of Members who would have been entitled to vote upon it had it been proposed at Congress shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and the Appropriate Majority of Members has signified its agreement to the resolution in an authenticated document which has been received at the Company's registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement (by signature of an authorised representative of that Member).

5.26 In Article 5.25, the **Appropriate Majority** is:

5.26.1 in the case of an Ordinary Resolution, a simple majority of the Members entitled to vote; and

5.26.2 in the case of a Special Resolution, 75% or more of the Members entitled to vote.

5.27 The following may not be passed as a written resolution:

5.27.1 a resolution to remove a Director before their period of office expires; and

5.27.2 a resolution to remove an auditor before their period of office expires.

6. THE BOARD

Composition

6.1 The Board will be comprised of:

6.1.1 the President and the Vice-President, each elected in accordance with Articles 6.2 to 6.6 (and each of whom must not be a Director, employee or Consultant of a Regional Federation or a Member); and

6.1.2 two Independent Directors (one of whom shall serve as Finance Director for the Company), each appointed in accordance with Article 6.7. (and each of whom must not be a Director, employee or Consultant of a Regional Federation or a Member); and

6.1.3 one Director from each of the Regional Federations, each elected in accordance with Article 4.2.2.

6.1.4 one Athlete Director appointed in accordance with Article 6.7 (who may not be a Director, employee or Consultant of a Regional Federation or Member)

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

Elections

6.2 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:

6.2.1 it is proposed by a Full Member and seconded by another Full Member, in accordance with any nomination form prescribed; and

6.2.2 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 shall be included in the papers distributed for Congress).

6.3 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.

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

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

6.5.1 election for President;

6.5.2 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;

6.6 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 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 5.12.3, the chair of Congress will have a casting vote in the case of equality of voting.

Appointments

6.7 The appointment by the Congress of the Independent Directors and the Athlete 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 shall be made on merit in line with the skills required of the Board.

6.8 Subject to Article 6.11 and the Regulations:

6.8.1 the term of office of each elected member of the Board will be four years, and elected members of the Board will hold office:

(a) from the close of the Congress at which they were elected or associated International Event (such as the Netball World Cup), whichever is later;
(b) until the close of Congress at which their position falls vacant for election or associated International Event (whichever is later);

6.8.2 each Director elected pursuant to Article 6.1.1 will retire from office at the second ordinary Congress or associated International Event after the Congress at which they (or, if elected pursuant to Article 6.10, the Director originally appointed for the relevant term) were previously elected; and

6.8.3 subject to Article 6.11, a Director who retires by rotation may offer themselves for re-election.

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

6.9.1 they resign from office by written notice to the Company and such resignation has taken effect in accordance with its terms;

6.9.2 they are ineligible or cease to be a Director by virtue of any provision of the Act, or become prohibited by law from being a Director;

6.9.3 they become bankrupt or make any arrangement or composition with their creditors generally;

6.9.4 an order is made by a court having jurisdiction 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;

6.9.5 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

6.9.6 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).

6.10 In the event of a vacancy on the Board in respect of a Director appointed pursuant to Articles 6.2 to 6.7, the Board shall 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 4.2.2, the Board will call upon the relevant Regional Federation to elect a replacement to hold office for the remainder of the term.

6.11 A Director may serve no more than three terms provided however that when a Board member is elected or appointed to fill a vacancy on the Board and:

6.11.1 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 four-year terms following the completion of the filled vacancy term; or

6.11.2 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 four-year terms following completion of the filled vacancy.

For the avoidance of doubt the word term includes consecutive and non-consecutive terms.

Powers

6.12 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, for which purpose it may exercise all of the powers of the Company. Such business shall include:

6.12.1 reviewing the progress of the Company;

6.12.2 reviewing the policies of the Company;

6.12.3 preparing a strategic plan for the future of the Company;

6.12.4 approving, issuing, amending and rescinding Regulations;

6.12.5 appointing committees and panels pursuant to Article 8;

6.12.6 marketing and promoting Netball and duly sanctioned events worldwide;

6.12.7 including notice of any motions, proposals or other matters on the agenda for Congress;

6.12.8 approving the Company's annual accounts and balance sheet;

6.12.9 determining the joining and membership fees payable by Members;

6.12.10 appointing the auditors and determining their remuneration;

6.12.11 changing the location of the Company's registered office;

6.12.12 ensuring a clear and adequate risk management process;

6.12.13 monitoring the implementation of ethical principles and rules; and

6.12.14 approving the Company's annual budget.

6.13 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.

6.14 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.

6.15 The Board 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.

6.16 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 5.10.2.

Meetings

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

6.18 The Board shall 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.

6.19 The President shall 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 chair the meeting and may at any time remove them from that role.

6.20 The CEO shall be entitled to attend and speak at all meetings of the Board.

6.21 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.

6.22 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 either the President or the Vice-President.

6.23 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.

6.24 All acts of the Board, or of a committee of the Board, or by a person acting as a member of the Board that are carried out in good faith shall, 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.

Voting

6.25 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 (unless, in accordance with these Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

6.26 Unless otherwise specified in these Articles, the exercise by the Directors of a power given to them under the Act 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 the Directors).

6.27 Subject to any contrary provision in these Articles, a resolution of the 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.

6.28 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 each of the Directors eligible to vote on that resolution.

Conflicts of interest

6.29 Subject to the provisions of the Act, a member of the Board, notwithstanding their office:

6.29.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

6.29.2 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

6.29.3 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.

6.30 A member of the Board shall be obliged to disclose all direct or indirect, material and pecuniary interests that they have in any matter to be discussed.

6.31 For the purposes of these Articles:

6.31.1 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

6.31.2 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 6.30.

6.32 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:

6.32.1 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; or

6.32.2 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.

6.33 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.

6.34 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.

Remuneration

6.35 No Director except the President shall 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.

6.36 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.

6.37 Directors may be paid a daily expense allowance when engaged on official business of 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 Company's contract with the CEO as it sees fit, subject to the terms thereof and any other legal obligations.

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. The Board may revoke any delegation of its duties to a committee or a panel in whole or part, at any time, or alter its terms and conditions.

9. DISTRIBUTIONS

9.1 The income, property and all other assets of the Company will be applied solely in furtherance of its purposes 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 purposes.

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 the Company's debts and liabilities, that remaining property will not be distributed among the Members but will either:

10.2.1 be given or transferred to some other organisation(s) having purposes or 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 set out in Article 9.1; or

10.2.2 be transferred to a third-party professional trustee in the United Kingdom, to be held in trust until the International Netball Federation is re-established.

11. NOTICES AND COMMUNICATIONS

11.1 Notices to be given pursuant to these Articles shall be given in writing unless these Articles expressly provide otherwise.

11.2 The Company may validly send or supply any document (including any notice) or information to a Member:

11.2.1 by sending it by post to the address recorded for the Member in the register of Members;

11.2.2 by electronic mail to an email address notified by the Member in writing; or

11.2.3 by means of a website the address of which shall be notified to the Member in writing.

11.3 If a document or information is sent by registered post or first class air mail post, it is deemed to have been received by the intended recipient at the expiration of 14 days after the envelope containing it was posted (provided that it was properly addressed with postage or delivery paid).

11.4 If a document or information is sent by electronic mail, it is deemed to have been received by the intended recipient 48 hours after the time it was sent provided that it was sent to the correct email address.

11.5 If a document or information is sent by means of a website, it is deemed to have been received by the intended recipient when it was first made available on the website, or if later, when the recipient received (or is deemed to have received) notification that it was available on the website.

11.6 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, in person or by proxy.

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

12. ACCOUNTS AND AUDIT

12.1 The Board shall 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 shall be kept at the Company's registered office or at such other place or places as determined by the Board.

12.5 The Board shall be responsible for preparing and approving 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:

12.6.1 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

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

12.7 The Board shall 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 (to be delivered to the Members within the time limits specified by the Act).

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

13. INDEMNITY AND INSURANCE

13.1 Subject to the provisions of, and so far as may be permitted by and consistent with sections 234–238 of the Act to the extent relevant, each Director and officer of the Company shall be indemnified out of the Company's assets against all liabilities incurred by them to a person other than the Company in connection with the execution of their duties or in relation thereto, including any liability incurred by them in defending any civil or criminal proceedings, in which judgement is given in their favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs, but, for the avoidance of doubt such indemnity shall not cover any liability of a Director which is mentioned in section 234(3) of the Act.

13.2 To the extent permitted by the Act (and in accordance with section 233 of the Act in the case of Directors), the Company may buy and maintain insurance against any liability falling upon its Directors and other officers and auditors.

14. MINUTES AND RECORDS

14.1 The Board will ensure that minutes are recorded, and books kept in relation to:

14.1.1 all appointments made by the Board;

14.1.2 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

14.1.3 every unanimous or majority decision taken by the Board (and all committees) and by the Company at general meeting (to be kept, in writing, for at least ten years from the date of the decision recorded).

14.2 Except as provided by law or authorised by the Directors or an Ordinary Resolution, no person is entitled to inspect any of the Company’s accounting or other records or documents merely by virtue of being a Member (or a duly authorised representative of a Member).

15. DISPUTE RESOLUTION

15.1 The Company recognises CAS, which shall 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:

15.1.1 any final decision of any disciplinary, dispute, investigations or appeal panel of the Company, or any decision made pursuant to these Articles, that provides for an appeal from that decision to CAS; and

15.1.2 any other final decision as set out in the Regulations that provides for an appeal to CAS.

15.2 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 Regulations and, additionally, the laws of England and Wales.

15.3 Decisions of 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

These 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 England and Wales.

17. DEFINITIONS AND INTERPRETATION

17.1 In these Articles, unless the context requires otherwise:

Act means the Companies Act 2006;

Articles means these articles of association, 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 3.4;

Board means the board of Directors from time to time, elected or appointed pursuant to Article 4.2.2 and Articles 6.2 to 6.7;

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

CEO means the chief executive officer of the Company, appointed pursuant to Article7;

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 a Member (as applicable) to provide professional advice and / or services and who is remunerated for such advice and / or services;

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 6.2 to 6.7;

Financial Year has the meaning given in Article 12.2;

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 a Member of the Company, being either a Full Member or an Associate Member;

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. 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 6.7;

Ordinary Resolution has the meaning given in Section 282 of the Act;

Participants means all those involved in Netball including but not limited to players, coaches, athlete support personnel, officials and administrators;

President means the person elected pursuant to Article 6.5.1;

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;

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

Special Resolution has the meaning given in Section 283 of the Act;

Vice-President means the person elected pursuant to Article 6.5.2;

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; and

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 (including by email) or otherwise.

17.2 In these Articles, unless the context otherwise requires:

17.2.1 a reference to an Article is a reference to an article in these Articles;

17.2.2 words denoting the singular shall include the plural and vice versa;

17.2.3 any other words and expressions contained in these Articles shall have the same meaning as in the Act;

17.2.4 **includes** or **including** shall mean including without limitation; and

17.2.5 a **person** shall include any person, individual, company, firm, trust, fund, association, federation, partnership or other organisation, whether incorporated or unincorporated.

17.3 Unless expressly provided otherwise, references to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any:

17.3.1 amendment, modification, consolidation, re-enactment or replacement; and

17.3.2 subordinate legislation from time to time made under it.

17.4 Headings are for ease of reference only and shall 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 shall prevail.