

**Constitutional Documents of the  
Commonwealth Games Federation**

**Company No: 10449637**



[November 2023]

## Index

### SECTION A ARTICLES OF ASSOCIATION OF COMMONWEALTH GAMES FEDERATION

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# **The Companies Act 2006**

## **Company Limited by Guarantee and not having a Share Capital**

### **Articles of Association of Commonwealth Games Federation**

#### **INTRODUCTION**

##### **1. Role, Governance and defined terms**

###### ***Role of the Federation***

- 1.1 The Federation is the supreme authority in all matters concerning the Commonwealth Games. Responsibility is vested in the Federation for the direction, policy and control of the Commonwealth Games and such other events and activities organised to further the Objects of the Federation.

###### ***Governance***

- 1.2 The Federation:
- 1.3 has directors who are together the Executive Board; and
- 1.3.1 has company law members called the Affiliated CGAs. The General Assembly meetings are general meetings of the Affiliated CGAs.

###### ***Interpretation***

- 1.4 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

#### **OBJECTS AND POWERS**

##### **2. Objects**

- 2.1 The objects of the Federation are to:
- 2.2 deliver inspirational and innovative Commonwealth Games, built on friendships and a proud heritage, supported by a dynamic Commonwealth Sports Cities Network;
- 2.3 nurture and develop one of the best governed and well-managed sports movements federations in the world;
- 2.4 attract and build on public, private and social partnerships that widely benefit Commonwealth athletes, sports and communities;
- 2.5 champion, through its brand, Commonwealth athlete, citizen and community engagement in everything we do; and
- 2.6 encourage and assist sport development, physical recreation and charitable activities associated with sport.

### **3. Powers**

3.1 To further its objects the Federation may:

- 3.1.1 organise and assist in the organisation of the Commonwealth Games;
- 3.1.2 acquire and use money, premises, equipment and any other property;
- 3.1.3 employ staff (making appropriate provision for pensions) and engage independent contractors and advisers;
- 3.1.4 raise funds by any means and trade as a means of carrying out its objects;
- 3.1.5 establish and participate in subsidiary companies;
- 3.1.6 establish and participate in other organisations and trusts, including making charitable donations;
- 3.1.7 undergo any full or part merger and receive or transfer assets and liabilities for such purpose;
- 3.1.8 use banking facilities, borrow, lend and give or receive security, guarantees and credit (in each case subject to applicable law);
- 3.1.9 invest any funds not immediately required in any investment, security or property and delegate investment management;
- 3.1.10 provide indemnity insurance for members of the Executive Board; and
- 3.1.11 do anything else which may contribute to, or which is incidental, or conducive, to the furtherance of the Federation's objects.

### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

The income and property of the Federation shall be applied towards the promotion of its objects.

### **LIMITATION OF LIABILITY AND INDEMNITY**

#### **5. Liability of Affiliated CGAs**

- 5.1 The liability of each Affiliated CGA is limited to £1 (sterling), being the amount that each Affiliated CGA undertakes to contribute to the assets of the Federation in the event of its being wound up while they are an Affiliated CGA or within one year after they cease to be an Affiliated CGA, for:
  - 5.1.1 payment of the Federation's debts and liabilities contracted before they cease to be an Affiliated CGA;
  - 5.1.2 payment of the costs, charges and expenses of winding up; and

5.1.3 adjustment of the rights of the contributories among themselves.

## **6. Indemnity**

Without prejudice to any indemnity to which a member of the Executive Board may otherwise be entitled, every member of the Executive Board of the Federation shall be indemnified out of the assets of the Federation in relation to any liability incurred by them in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Federation may be indemnified out of the assets of the Federation in relation to any liability incurred by them in that capacity, but only to the extent permitted by the Companies Acts.

## **EXECUTIVE BOARD**

### ***EXECUTIVE BOARD'S POWERS AND RESPONSIBILITIES***

## **7. Executive Board's general authority**

- 7.1 The Executive Board is the guardian and representative of Affiliated CGAs and shall be responsible for carrying into effect the CGF Documents and the vision, mission and objects of the Federation.
- 7.2 Subject to the Articles, the Executive Board is responsible for the management of the Federation's business, for which purpose it may exercise all the powers of the Federation. In particular, and noting the Executive Board's power to delegate, the Executive Board shall:
  - 7.2.1 have full authority to act on behalf of the Federation in relation to the Commonwealth Games subject only to the powers specifically vested in the General Assembly by the CGF Documents;
  - 7.2.2 be responsible for the financial affairs of the Federation;
  - 7.2.3 appoint such committees and commissions on such terms as it may determine and shall report to each General Assembly on the work of such committees and commissions;
  - 7.2.4 report regularly to Affiliated CGAs and the General Assembly on the activities of the Executive Board;
  - 7.2.5 adopt, amend or repeal the Regulations from time to time in accordance with Article 10.2;
  - 7.2.6 appoint such staff as may be required and define their duties;
  - 7.2.7 inspect the facilities offered by a Candidate City for the Commonwealth Games;
  - 7.2.8 review the general plans for the organisation of the Commonwealth Games with full and exclusive authority to grant approval thereto and act as the authority of last resort on any question whatsoever concerning the Commonwealth Games, subject to the powers vested in the General Assembly by the CGF Documents;
  - 7.2.9 appoint or retain advisers as may be necessary from time to time on such terms as may be appropriate;

- 7.2.10 do all such things and incur such expense as it may consider necessary from time to time for the proper conduct of the activities of the Federation;
- 7.2.11 prepare and submit to the General Assembly annually audited financial statements outlining the revenues and expenditure, assets and liabilities of the Federation;
- 7.2.12 have authority to make donations to the Commonwealth Sports Foundation including but not limited to donations of all taxable profits of the Federation;
- 7.2.13 establish and amend as appropriate a strategic plan for the Federation and present this to the General Assembly;
- 7.2.14 have power to recommend to the General Assembly awards in recognition of meritorious services to the Federation, an Affiliated CGA or Commonwealth sport;
- 7.2.15 adopt, amend or repeal the Host City Contract from time to time;
- 7.2.16 appoint members to the CGF Evaluation Commission; and
- 7.2.17 prepare Games Manuals in any form and on any topic as it determines to be necessary for the preparation, management and control of the Commonwealth Games and amend or repeal such Games Manuals from time to time.

## **8. Affiliated CGAs' reserve power**

- 8.1 The Affiliated CGAs may, by Special Resolution, direct the Executive Board to take, or refrain from taking, specified action.
- 8.2 No such Special Resolution invalidates anything which the Executive Board has done before the passing of the Special Resolution.

## **9. Executive Board may delegate**

- 9.1 Subject to the Articles, the Executive Board may delegate any of its powers or functions to any duly constituted committee or commission. The Executive Board shall as a minimum have the committees and commissions set out in the Byelaws.
- 9.2 Subject to the Articles, the Executive Board may delegate the implementation of its decisions or day to day management of the affairs of the Federation to any person or duly constituted committee or commission.
- 9.3 Any delegation by the Executive Board may be:
  - 9.3.1 by such means;
  - 9.3.2 to such an extent;
  - 9.3.3 in relation to such matters or territories; and
  - 9.3.4 on such terms and conditions;
 as it thinks fit.



- 9.4 The Executive Board may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person, committee or commission to whom they are delegated.
- 9.5 The Executive Board may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Executive Board may by power of attorney or otherwise appoint any person to be the agent of the Federation for such purposes and on such conditions as it determines.

## **10. Byelaws and Regulations**

- 10.1 The General Assembly may from time to time make, repeal or alter such Byelaws by Ordinary Resolution as it thinks fit as to the management of the Federation, the Commonwealth Games or the Federation's affairs. Such Byelaws shall be binding on all Affiliated CGAs of the Federation and no Byelaw shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 10.2 The Executive Board may from time to time make, repeal or alter such Regulations as it thinks fit as to the management of the Federation and its affairs. The Regulations shall be binding on all Affiliated CGAs of the Federation and the OC. No Regulation shall be inconsistent with the Companies Acts, the Articles, the Byelaws or any rule of law.
- 10.3 Any alterations made by the Federation to the CGF Documents after a Commonwealth Games have been awarded to a Host City and Host CGA, shall be binding on that Host CGA and OC, except amendments which result in substantially increased costs to the operation of the Commonwealth Games or which add events to the Sports Programme of the Commonwealth Games except as agreed from time to time by the parties to the Host City Contract.

## ***DECISION-MAKING BY EXECUTIVE BOARD***

### **11. Executive Board to take decisions collectively**

- 11.1 Any decision of the Executive Board must be either:
  - 11.1.1 by decision of a majority of the Executive Board present and voting at a quorate Executive Board meeting (subject to Article 16); or
  - 11.1.2 a decision taken in accordance with Article 17.

### **12. Calling an Executive Board meeting**

- 12.1 In consultation with the Executive Board, the President may decide how and when the Executive Board shall meet, and the Executive Board shall meet at least once in each calendar year at such place as may be fixed from time to time by the President.
- 12.2 An Executive Board meeting must be called by at least fourteen Clear Days' notice unless either:
  - 12.2.1 all the Executive Board agree; or

- 12.2.2 urgent circumstances require shorter notice.
- 12.3 Notice of Executive Board meetings must be given to each member of the Executive Board.
- 12.4 Every notice calling an Executive Board meeting must specify:
  - 12.4.1 the place, day and time of the meeting;
  - 12.4.2 the general nature of the business to be considered at such meeting; and
  - 12.4.3 if it is anticipated that Executive Board members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.5 Notice of Executive Board meetings must be in Writing.
- 12.6 Article 45 shall apply, and notice of Executive Board meetings may be sent by Electronic Means to an Address provided by the member of the Executive Board for the purpose.
- 13. Participation in Executive Board meetings**
  - 13.1 Subject to the Articles, members of the Executive Board participate in an Executive Board meeting, or part of an Executive Board meeting, when:
    - 13.1.1 the meeting has been called and takes place in accordance with the Articles; and
    - 13.1.2 they can each communicate to the others by any method (virtual or otherwise) any information or opinions they have on any particular item of the business of the meeting.
  - 13.2 In determining whether Executive Board members are participating in an Executive Board meeting, it is irrelevant where any member of the Executive Board is or how they communicate with each other.
  - 13.3 If all the Executive Board members participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them are.
- 14. Quorum for Executive Board meetings**
  - 14.1 At an Executive Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
  - 14.2 The quorum for Executive Board meetings is a majority of its elected voting Executive Board members. For the avoidance of doubt for the purpose of this Article the elected voting Executive Board members are those referred to in Articles 22.1(a), 22.1(b), 22.1(c) and 22.1 (d).
- 15. Chairing of Executive Board meetings**

The President or in their absence another member of the Executive Board nominated by the Executive Board present shall preside as chair of each Executive Board meeting.

**16. Executive Board Voting**

- 16.1 Each member of the Executive Board referred to in Article 22.1 and 22.2 shall have one vote.
- 16.2 If the numbers of votes for and against a proposal at an Executive Board meeting are equal, the chair of the meeting shall have a casting vote in addition to any other vote they may have.
- 16.3 Article 16.2 does not apply and the chair will not have a casting vote if, in accordance with the Articles, they are not voting on the matter due to a conflict of interest.

**17. Decisions without a meeting**

- 17.1 The Executive Board may make a majority decision without holding an Executive Board meeting and that decision shall be as valid and effective as if it had been taken at a duly convened and held Executive Board meeting if:
  - 17.1.1 a member of the Executive Board has become aware of a matter on which the Executive Board needs to take a decision;
  - 17.1.2 that member of the Executive Board has taken all reasonable steps to make all the other Executive Board members aware of the matter and the need for a decision;
  - 17.1.3 the Executive Board has had a reasonable opportunity to communicate its views on the matter and the required decision to each other; and
  - 17.1.4 a majority of the members of the Executive Board vote in favour of a particular decision on a matter.
- 17.2 In accordance with this Article, Executive Board members participating in the taking of a majority decision otherwise than at an Executive Board meeting may:
  - 17.2.1 be in different places, and participate at different times; and
  - 17.2.2 communicate with each other by any means.
- 17.3 The President, or such other Executive Board member as shall be appointed by the Executive Board, shall be the chair of the decision-making process in accordance with this Article. The process shall include:
  - 17.3.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Executive Board members are asked to cast their votes; and
  - 17.3.2 the nomination of a person to whom all Executive Board members' votes must be communicated;
  - 17.3.3 if a majority of the Executive Board vote in favour of the decision, the nominated person shall communicate the decision to all the Executive Board members and the date of the

decision shall be the date of the communication from the nominated person confirming formal approval; and

17.3.4 the nominated person must prepare a minute of the decision in accordance with Article 48.

17.4 In the case of an equality of votes in any decision-making process in accordance with this Article, the President shall be entitled to a casting vote in addition to any other vote they may have. However this does not apply and the President will not have a casting vote if, in accordance with the Articles, they are not entitled to vote on the matter due to a conflict of interest.

## **18. Executive Board interests and management of conflicts of interest**

### ***Declaration of interests***

18.1 A member of the Executive Board must declare the nature and extent of:

18.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the Federation; and

18.1.2 any duty or any direct or indirect interest which they have which conflicts or may conflict with the interests of the Federation or their duties to the Federation.

### ***Participation in decision-making***

18.2 If an Executive Board member's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Federation, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether an Executive Board member's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Executive Board taking part in the decision-making process.

18.3 If an Executive Board member's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Federation, they may participate in the decision-making process and may be counted in the quorum and vote unless:

18.3.1 the decision could result in the member of the Executive Board or any person who is Connected with them, receiving a benefit other than:

(a) any benefit received by an Affiliated CGA, which is available generally to the Affiliated CGA's;

(b) the payment of premiums in respect of indemnity insurance for the Executive Board;

(c) payment under the indemnity set out at Article 6;

(d) reimbursement of expenses; and

(e) payment of any compensation as Directors, set in accordance with the Executive Board and Committee/ Commission Members Compensation Policy; or

18.3.2 a majority of the other Executive Board participating in the decision-making process decide to the contrary, in which case they must comply with Article 18.4.

18.4 If a member of the Executive Board with a conflict of interest or conflict of duties is required to comply with this Article 18.4, they must:

18.4.1 take part in the decision-making process only to such extent as in the view of the other Executive Board is necessary to inform the debate;

18.4.2 not be counted in the quorum for that part of the process; and

18.4.3 withdraw during the vote and have no vote on the matter.

***Continuing duties to the Federation***

18.5 Where a member of the Executive Board or person Connected with him or her has a conflict of interest or conflict of duties and the member of the Executive Board has complied with their obligations under these Articles in respect of that conflict:

18.5.1 the member of the Executive Board shall not be in breach of their duties to the Federation by withholding confidential information from the Federation if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and

18.5.2 the member of the Executive Board shall not be accountable to the Federation for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.

**19. Register of Executive Board member's interests**

The Executive Board must cause a register of Executive Board member's interests to be kept.

**20. Validity of member of the Executive Board actions**

All acts done by a person acting as a member of the Executive Board shall, even if afterwards discovered that there was a defect in their appointment or that they were disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a member of the Executive Board.

***APPOINTMENT AND RETIREMENT OF EXECUTIVE BOARD***

**21. Number of Executive Board**

There shall be at least ten members of the Executive Board.

**22. Composition of the Executive Board**

22.1 The Executive Board shall consist of the following who are entitled to attend and (subject to the provisions in Article 18 relating to conflicts of interest) to vote at Executive Board meetings:

*Elected Executive Board members:*

- (a) the President elected in accordance with the Regulations;
- (b) three Vice Presidents drawn from at least two of the Federation's six regions, at least one of whom shall be a woman, elected in accordance with the Regulations;
- (c) six Regional Vice Presidents elected in accordance with the Regulations; and
- (d) an athletes representative elected by the Athletes' Advisory Commission in accordance with its terms of reference, who shall also be the Chair of the Athletes' Advisory Commission.

*Co-opted Executive Board members:*

22.2 Subject to formal confirmation by Ordinary Resolution at the General Assembly meeting following each individual's appointment, the Executive Board may appoint the following Executive Board Members (to be known as 'Co-Opted Executive Board Member(s)'):

- (a) one individual who is resident in the United Kingdom, if no elected Executive Board member is so resident;
- (b) up to two individuals to meet the gender equity requirements set out in Article 23.6;
- (c) co-opt up to two individuals if, having undertaken a skills assessment of the capabilities and qualifications of members of the Executive Board (to include a review of both professional and specialist skill requirements applicable to the Federation's Vision and Mission), the Executive Board identifies any requirements for specialist support and advice to the Executive Board.

22.3 The following shall be entitled to receive notice of all Executive Board meetings and attend, speak but not vote at Executive Board meetings (for the avoidance of doubt they shall not be Executive Board members for the purposes of the Companies Acts):

22.3.1 the Vice Patron (ex officio);

22.3.2 the CEO (ex officio);

22.3.3 the Chair of the Audit and Risk Committee; and

22.3.4 an individual representing the future Games Host City/Country appointed by the Executive Board if they are not otherwise an Executive Board member through other means.

## **23 Appointment and retirement of the Executive Board.**

23.1 The election and appointment of members of the Executive Board shall be made in accordance with the Regulations.

23.2 The members of the Executive Board (elected or appointed as the case may be) shall, subject to Article 24, hold office for a term of four years from the date of their election or appointment (as the case may be). They shall be eligible for re-election or re-appointment (as the case

may be) subject to the Regulations and any maximum number of terms provided either in these Articles or the Byelaws .

23.3 The Regional Vice Presidents shall consult with and keep the Affiliated CGAs of their Region informed about the business of the Federation.

23.4 If the President is unable or unwilling to act, the Executive Board shall appoint one of the Vice Presidents to act in the place of the President until a new President is elected at the next meeting of the General Assembly.

23.5 The Executive Board may fill any casual vacancy until the General Assembly next meets. The Executive Board shall inform Affiliated CGAs of the filling of the vacancy and invite nominations for the election to fill the vacancy at the next General Assembly.

### ***Gender Equity***

23.6 In order to meet the Federation's commitment to equality and diversity, and to address any imbalance in membership, the membership of the Executive Board and each of its committees or commissions must each be made up of a minimum of 40% women.

23.7 If such gender representation is not filled by election, the Executive Board or the relevant committee or commission as the case may be shall co-opt individuals in accordance with the procedures set out in the Articles and/or Regulations.

### ***General***

23.8 A member of the Executive Board may not appoint an alternate director or anyone to act on their behalf at meetings of the Executive Board.

23.9 Members of the Executive Board are entitled to such compensation as recommended by the Performance and Remuneration Committee and approved by the Executive Board in accordance with the Executive Board and Committee/ Commission Members Compensation Policy.

## **24 Disqualification and removal of Executive Board**

24.1 A member of the Executive Board shall cease to hold office if:

24.1.1 they cease to be a director by virtue of any provision of the Companies Acts , or are prohibited from being a director by law;

24.1.2 the Executive Board member dies;

24.1.3 the Executive Board member is unable to act for reasons of ill health or for any other reason for a period exceeding 6 months and the Executive Board resolve that they should cease to hold office;

24.1.4 notification is received by the Federation from them that they are resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least ten Executive Board will remain in office when such resignation has taken effect); or

24.1.5 at a General Assembly of the Federation, an Ordinary Resolution is passed that they be removed from office.

24.2 Should the conduct of a member of the Executive Board not be in keeping with the conduct expected from a member of the Executive Board then at a meeting of the Executive Board, a resolution may be passed that they be suspended from office. Such a resolution shall not be passed unless they have been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify suspension from office, and have been afforded a reasonable opportunity of either (at their option) being heard by or of making written representations to the Executive Board. A member of the Executive Board that is suspended may not vote, attend meetings of the Executive Board or receive any papers. Suspension may only continue until the next General Assembly where the General Assembly may either reinstate or remove the suspended member of the Executive Board.

**25 Patron, Vice Patron, Honorary Life Presidents, Honorary Life Vice Presidents, Honorary Life Members and Order of Merit**

25.1 The Patron of the Federation shall normally be the Head of the Commonwealth.

25.2 A Vice Patron may be appointed and removed by the Patron.

25.3 Former Presidents of the Federation automatically assume the position of Honorary Life Presidents.

25.4 The Federation may, in General Assembly, on the recommendation of the Executive Board elect former officers of the Federation as Honorary Life Vice Presidents for exceptional and distinguished services to the Federation.

25.5 The Federation may on the recommendation of the Executive Board in General Assembly elect Honorary Life Members for distinguished services rendered to the Federation.

25.6 The Federation may on the recommendation of the Executive Board in General Assembly award an Order of Merit for distinguished services rendered to Commonwealth sport, which may include services to an Affiliated CGA.

25.7 Should the Executive Board consider that an individual appointed, elected or awarded in accordance with Articles 25.1 – 25.6 has conducted themselves in a manner which is not in keeping with that appointment, election or award, it may pass a resolution at a meeting of the Executive Board to suspend or terminate such appointment or election or remove such award. Such a resolution shall not be passed unless the individual has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify such suspension, termination or removal, and has been afforded a reasonable opportunity of either (at their option) being heard by or of making written representations to the Executive Board.

**AFFILIATED CGAS**

***BECOMING AND CEASING TO BE AN AFFILIATED CGA***

**26 Becoming an Affiliated CGA**

26.1 The first Affiliated CGAs of the Federation shall be:



- 26.1.1 the Affiliated CGAs that are subscribers to the Memorandum of Association of the Federation; and
- 26.1.2 on the transfer of undertaking to the Federation from the unincorporated organisation called the Commonwealth Games Federation all remaining Affiliated CGAs of the said unincorporated organisation that were not subscribers to the Memorandum of Association shall be admitted as Affiliated CGAs of the Federation.
- 26.1.3 Thereafter, the Affiliated CGAs shall include such other organisations as are admitted to company law membership of the Federation as an Affiliated CGA in accordance with the Byelaws.

#### ***Unincorporated Affiliated CGAs***

- 26.2 An organisation that is unincorporated shall be admitted as an Affiliated CGA ("an Unincorporated Affiliated CGA") and will be a company law member of the Federation through their nominated representative. Every such Unincorporated Affiliated CGA must notify the Federation in writing of the name of its nominated representative and may replace such nominated representative at any time by giving notice in writing to the Federation. The nominated membership rights may be exercised by the nominated representative on behalf of the Unincorporated Affiliated CGA. If the Unincorporated Affiliated CGA's nominated representative dies, the Unincorporated Affiliated CGA shall appoint another nominated representative and notify the Federation in writing of the change and, for the avoidance of doubt, the Unincorporated Affiliated CGA's membership of the Federation shall be deemed to be continuous. A member of the Federation's Executive Board may not act as a nominated representative of an Unincorporated Affiliated CGA in the General Assembly.

#### ***Corporate Affiliated CGAs***

- 26.3 An organisation admitted to membership which is an incorporated body ("a Corporate Affiliated CGA") shall by resolution of its directors or other governing body authorise a person to act as its authorised representative at any meeting of the Federation. Evidence of the appointment of the authorised representative must be provided in such form as the Executive Board may reasonably require and shall remain in effect until altered or rescinded in writing. A member of the Federation's Executive Board may not act as an authorised representative of an Affiliated CGA in the General Assembly.

### **27 Termination and suspension of membership as an Affiliated CGA**

- 27.1 Membership of the Federation as an Affiliated CGA is not transferable.
- 27.2 Membership of the Federation as an Affiliated CGA shall cease:
- 27.2.1 in the case of a nominated representative of an Unincorporated Affiliated CGA appointed under Article 26.2, if their Unincorporated Affiliated CGA ceases to exist;
- 27.2.2 in the case of a Corporate Affiliated CGA, if it goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up or an equivalent action is taken in the relevant jurisdiction;

- 27.2.3 on the expiry of at least seven Clear Days' notice given by the Affiliated CGA to the Federation of their intention to withdraw;
- 27.2.4 if a Special Resolution is passed at a General Assembly resolving that the Affiliated CGA be expelled on the ground that their continued membership is harmful to or is likely to become harmful to the interests of the Federation. Such a Special Resolution may not be passed unless:
- 27.2.4.1 the Executive Board resolve by a 75% majority of those participating in the decision and entitled to vote that the Affiliated CGA should be expelled having first given at least 60 Clear Days' notice to the Affiliated CGA that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and the Affiliated CGA has been afforded a reasonable opportunity of being heard by or of making written representations to the Executive Board; and
  - 27.2.4.2 before the General Assembly meeting where the Special Resolution is to be presented, the Affiliated CGA has been given at least 60 Clear Days' notice that the Resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and the Affiliated CGA has been afforded a reasonable opportunity of being heard by or of making written representations to the General Assembly;
- 27.2.5 if the geographical area for which the Affiliated CGA is the official body ceases to be a Commonwealth Country (as defined in the Articles).
- 27.3 An Affiliated CGA may be suspended by the Executive Board for either of the following reasons:
- 27.3.1 not fulfilling the conditions for an Affiliated CGA to be a member of the Federation; or
  - 27.3.2 not complying with the obligations of an Affiliated CGA, as defined in the CGF Documents.
- provided that the Executive Board may only suspend an Affiliated CGA for one year or until the next General Assembly, whichever is the longer and thereafter any further suspension must be approved by Ordinary Resolution of the General Assembly or the Affiliated CGA expelled in accordance with Articles 27.2.4.
- 27.4 Before an Affiliated CGA is suspended in accordance with Article 27.3, the Affiliated CGA shall have the right to be heard either in person or in writing by the Executive Board.
- 27.5 The Executive Board shall inform the General Assembly of all suspensions in progress.
- 27.6 An Affiliated CGA under suspension loses all rights and privileges of membership of the Federation. In particular, an Affiliated CGA shall not be entitled to be heard, except with respect to their suspension, or vote at General Assembly meetings and/or participate in the activities of the Federation.
- 27.7 An Affiliated CGA under suspension will not usually be able to enter athletes in competitions sanctioned by the Federation however at the discretion of the Executive Board if a CGA is suspended in accordance with Article 27.3 then the

Federation may allow athletes from the country or territory to compete under the Federation's flag.

## **28 ORGANISATION OF GENERAL ASSEMBLY MEETINGS**

### **28.1 Annual General Assembly**

28.1.1 The Federation must hold an annual general meeting called an Annual General Assembly within 18 months of incorporation and afterwards once in every calendar year and not more than 18 months shall pass between one Annual General Assembly and the next. It shall be held at such time and place as the Executive Board thinks fit.

28.1.2 The General Assembly shall take all necessary steps to ensure that the Federation and all Affiliated CGAs abide by the CGF Documents and carry into effect the vision, mission and objects of the Federation.

28.1.3 The General Assembly shall select the Host CGA and Host City in accordance with the Byelaws and Regulations.

### **28.2 General Assembly meetings**

28.2.1 An Extraordinary General Assembly may be convened:

- 28.2.1.1 by the President;
- 28.2.1.2 by resolution of the Executive Board;
- 28.2.1.3 by Ordinary Resolution of the General Assembly; or
- 28.2.1.4 if required to do so by the Affiliated CGAs under the Companies Acts.

28.2.2 An Extraordinary General Assembly meeting shall be convened within 6 weeks of receipt of a request made in accordance with Article 28.2.1, unless the provisions of the Companies Acts apply.

29 Notwithstanding any of the provisions of Article 28, and where the Executive Board in its discretion determines it is appropriate, any General Assembly meeting may be held in hybrid form via an electronic communications platform that permits all persons in attendance (by any method, virtual or otherwise) to communicate (hear and be heard) with all those attending the meeting and to vote in real time during the meeting. A person is present at a General Assembly meeting if that person is either physically present or present by means of an electronic communications platform and is able to exercise the right to speak, hear and be heard and the right to vote (in each case by any method, virtual or otherwise) during the meeting.

29.1 If it appears to the President that an electronic communications platform has become inadequate for the purposes referred to in this Article then the President may, without having to seek the consent of the meeting given that this may not be practicable in the circumstances, exercise their right to manage the meeting to pause, interrupt or adjourn the General Assembly meeting. All business conducted at that General Assembly meeting up to the time of that adjournment shall be valid. The provisions of Article 35 relating to adjournment of General Assembly meetings shall apply to that adjournment.

## **30 Length of notice**

30.1 All General Assembly meetings must be called by either:

30.1.1 at least 30 Clear Days' notice; or

30.1.2 shorter notice provided it is so agreed by a majority in number of the Affiliated CGAs having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Affiliated CGAs.

### **31 Quorum for General Assembly meetings**

- 31.1 No business (other than the appointment of the chair of the meeting) may be transacted at a General Assembly meeting unless a quorum is present.
- 31.2 The quorum for a meeting of the General Assembly shall consist of at least one third of Affiliated CGAs present in person (by any method, virtual or otherwise), provided persons representing at least 2 Affiliated CGAs from each Region are also present in person (by any method, virtual or otherwise).
- 31.3 If a quorum is not present within half an hour from the time appointed for the meeting:
  - 31.3.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as they think fit; and
- 32 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Executive Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

### **33 Chairing General Assembly meetings**

- 33.1 The President, or in their absence some other member of the Executive Board nominated by the Executive Board, shall preside as chair of every General Assembly meeting.
- 33.2 If no member of the Executive Board is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the Affiliated CGAs shall choose one of the nominated representatives of an Unincorporated Affiliated CGA or authorised representatives of a Corporate Affiliated CGAs present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a nominated representative of an Unincorporated Affiliated CGA or an authorised representative of a Corporate Affiliated CGA entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 33.2.

### **34 Attendance and speaking by Executive Board and non-Affiliated CGAs**

- 34.1 The General Assembly may be attended by:
  - 34.1.1 not more than 3 representatives of each Affiliated CGA (one of whom shall be the authorised representative of the Corporate Affiliated CGA or the nominated representative of an Unincorporated Affiliated CGA);
  - 34.1.2 the Vice Patron, Life Presidents, Life Vice-Presidents and members of the Executive Board;
  - 34.1.3 not more than 3 representatives of the OC of a Commonwealth Games either in progress or next to be staged; and
  - 34.1.4 such number of observers as the President may allow to attend.
- 34.2 If pursuant to Articles 34.1.1 and 34.1.3 more than two representatives are nominated, at least one must be a woman.

- 34.3 Only the authorised representative of a Corporate Affiliated CGA and the nominated representative of an Unincorporated Affiliated CGA (present in person by any method, virtual or otherwise, or by proxy) may vote at the General Assembly in accordance with these Articles.
- 34.4 The chair of the meeting may permit other persons who are not company law members of the Federation (or otherwise entitled to exercise the rights of members in relation to General Assembly meetings) to attend and speak but not vote at a General Assembly meeting.

## **35 Adjournment**

- 35.1 The chair of the meeting may adjourn a General Assembly meeting at which a quorum is present if:
- 35.1.1 a majority of those present in person (by any method, virtual or otherwise) consent to an adjournment; or
  - 35.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
- 35.2 The chair of the meeting must adjourn a General Assembly meeting if directed to do so by the meeting.
- 35.3 When adjourning a General Assembly meeting, the chair of the meeting must:
- 35.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Executive Board; and
  - 35.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 35.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Federation must give at least 7 Clear Days' notice of it:
- 35.4.1 to the same persons to whom notice of the Federation's General Assembly meetings is required to be given; and
  - 35.4.2 containing the same information which such notice is required to contain.
- 35.5 No business may be transacted at an adjourned General Assembly meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL ASSEMBLY MEETINGS**

### **36 Voting: general**

- 36.1 Each Affiliated CGA shall have one vote, unless it has been suspended from voting in accordance with the CGF Documents.
- 36.2 For the avoidance of doubt any vote on a show of hands or on a poll shall include votes cast using electronic means or via an electronic communications platform provided always that this is specified in the notice of the General Assembly meeting.
- 36.3 A Resolution put to the vote of a General Assembly meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

36.4 On a vote on a Resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the Resolution:

36.4.1 has or has not been passed; or

36.4.2 has been passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the Resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 47 is also conclusive evidence of that fact without such proof.

## **37 Votes**

### ***Votes on a show of hands***

37.1 On a vote on a Resolution which is carried out by a show of hands, the following persons have one vote each:

37.1.1 the nominated representative of each Unincorporated Affiliated CGA present in person (by any method, virtual or otherwise) at the meeting;

37.1.2 each authorised representative of a Corporate Affiliated CGA present in person (by any method, virtual or otherwise) at the meeting;

37.1.3 (subject to Article 41.2) each proxy present in person (by any method, virtual or otherwise) who has been duly appointed by one or more persons entitled to vote on the Resolution; and

provided that if a person attending the meeting in person (by any method, virtual or otherwise) falls within two or more of the above categories, they are not entitled to cast more than one vote but shall instead have a maximum of one vote.

### ***Votes on a poll***

37.2 On a vote on a Resolution which is carried out by a poll, the following persons have one vote each:

37.2.1 every nominated representative of an Unincorporated Affiliated CGA present in person (by any method, virtual or otherwise);

37.2.2 every authorised representative of a Corporate Affiliated CGA (subject to Article 37.3) present in person (by any method, virtual or otherwise); and

37.2.3 every Affiliated CGA present by proxy (by any method, virtual or otherwise) (subject to Article 41.2).

37.3 On a vote on a Resolution at a meeting, if more than one authorised representative of a Corporate Affiliated CGA purports to vote on behalf of the same Corporate Affiliated CGA:

37.3.1 if they purport to vote in the same way, they will be treated as having cast one vote between them; and

37.3.2 if they purport to vote in different ways they will be treated as not having voted.

**General**

37.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote they may have.

**38 Errors and disputes**

38.1 No objection may be raised to the qualification of any person voting at a General Assembly meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

38.2 Any such objection must be referred to the chair of the meeting whose decision is final.

**39 Poll votes**

39.1 A poll on an Ordinary or Special Resolution may be demanded:

39.1.1 in advance of the General Assembly meeting where it is to be put to the vote; or

39.1.2 at a General Assembly meeting, either before a show of hands on that Resolution or immediately after the result of a show of hands on that Resolution is declared.

39.2 A poll may be demanded by:

38.2.1 the chair of the meeting;

38.2.2 the Executive Board;

38.2.3 more than five persons present and having the right to vote on the Resolution;

38.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Affiliated CGAs having the right to vote on the Resolution.

39.3 A demand for a poll may be withdrawn by the requesting party or parties if:

39.3.1 the poll has not yet been taken; and

39.3.2 the chair of the meeting consents to the withdrawal.

**40. Procedure on a poll**

40.1 Subject to the Articles, polls at General Assembly meetings must be taken when, where and in such manner as the chair of the meeting directs.

**Results**

40.2 The chair of the meeting shall appoint scrutineers for any poll (who need not be a person entitled to vote at the meeting) and decide how and when the result of the poll is to be declared.

40.3 The result of a poll shall be the decision of the meeting in respect of the Resolution on which the poll was demanded.

### ***Timing***

40.4 A poll on:

40.4.1 the election of the chair of the meeting; or

40.4.2 a question of adjournment; must be taken immediately.

40.5 Other polls must be taken within 30 days of their being demanded.

40.6 If a poll is demanded the meeting may continue to deal with any other business which may be conducted at the meeting.

### ***Notice***

40.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

40.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

## **41. Proxies**

### ***Power to appoint***

41.1 An Affiliated CGA is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and speak and vote (by any method, virtual or otherwise) at a meeting of the Federation. A proxy must vote in accordance with any instructions given by the Affiliated CGA by whom the proxy is appointed.

### ***Manner of appointment***

41.2 Proxies may only be validly appointed by a notice in Writing (a "Proxy Notice") which:

41.2.1 states the name and address of the Affiliated CGA appointing the proxy;

41.2.2 identifies the person appointed to be that Affiliated CGA's proxy and the General Assembly meeting in relation to which that person is appointed;

41.2.3 is signed by or on behalf of the Affiliated CGA appointing the proxy, or is authenticated in such manner as the Executive Board may determine; and

41.2.4 is delivered to the Federation in accordance with the Articles and any instructions contained in the notice of General Assembly meeting to which they relate.

41.3 A proxy for a nominated representative for an Unincorporated Affiliated CGA may be appointed by the nominated representative or the Unincorporated Affiliated CGA which they represent.

41.4 The Federation may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

41.5 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more Resolutions.



41.6 Unless a Proxy Notice indicates otherwise, it must be treated as:

41.6.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural Resolutions put to the meeting; and

41.6.2 appointing that person as a proxy in relation to any adjournment of the General Assembly meeting to which it relates as well as the meeting itself.

## **42. Delivery of Proxy Notices**

42.1 The Proxy Notification Address in relation to any General Assembly meeting is:

42.1.1 the registered office of the Federation; or

42.1.2 the electronic Address given by the Federation; or

42.1.3 any other Address or Addresses specified by the Federation as an Address at which the Federation or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.

### ***Attendance of Affiliated CGA***

42.2 An authorised representative of a Corporate Affiliated CGA or a nominated representative of an Unincorporated Affiliated CGA who is entitled to attend, speak or vote (by any method, virtual or otherwise either on a show of hands or on a poll) at a General Assembly meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Federation by or on behalf of that person (or the Affiliated CGA which they represent). If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

### ***Timing***

42.3 Subject to Article 42.4 and 42.5 a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the General Assembly meeting or adjourned meeting to which it relates.

42.4 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

42.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:

42.5.1 received in accordance with Article 42.3; or

42.5.2 given to the chair or Company Secretary (if any) at the meeting at which the poll was demanded.

### ***Interpretation***

42.6 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 42.

### ***Revocation***

- 42.7 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 42.8 A notice revoking the appointment of a proxy only takes effect if it is received before:
  - 42.8.1 the start of the meeting or adjourned meeting to which it relates; or
  - 42.8.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

### ***Execution***

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

## **43. Amendments to Resolutions**

### ***Amendments to Ordinary Resolutions***

- 43.1 An Ordinary Resolution to be proposed at a General Assembly meeting may be amended by Ordinary Resolution as follows:
  - 43.1.1 in the case of an amendment to correct a grammatical or other non-substantive error if a proposal is made before or during the General Assembly meeting; or
  - 43.1.2 in the case of any other amendment, the proposal must be given to the Federation in Writing by a person entitled to vote at the General Assembly and must be received not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the General Assembly meeting is to take place (or such later time as the chair of the meeting decides). Any such amendment may be rejected by the chair of the meeting if in their reasonable opinion it materially alters the scope of the Ordinary Resolution.

### ***Amendments to Special Resolutions***

- 43.2 A Special Resolution to be proposed at a General Assembly meeting may be amended by Ordinary Resolution, if:
  - 43.2.1 the chair of the meeting proposes the amendment at the General Assembly meeting at which the Special Resolution is to be proposed; and
  - 43.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the Special Resolution.
- 43.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a Resolution is out of order, the chair's error does not invalidate the vote on that Resolution.

## **WRITTEN RESOLUTIONS**

## **44. Written Resolutions**

December 2024

Affiliated CGAs may pass written Resolutions in accordance with the Companies Acts.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **45. Communications by the Federation**

#### ***Methods of communication***

45.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Federation under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Acts provide for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Federation, including without limitation:

45.1.1 in Hard Copy Form;

45.1.2 in Electronic Form; or

45.1.3 by making it available on a website.

45.2 Where a Document or information which is required or authorised to be sent or supplied by the Federation under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Executive Board may decide what agreement (if any) is required from the recipient.

45.3 Subject to the Articles, any notice or Document to be sent or supplied to an Executive Board Member in connection with the taking of decisions by the Executive Board may also be sent or supplied by the means by which that member of the Executive Board has asked to be sent or supplied with such notices or Documents for the time being.

#### ***Deemed delivery***

45.4 An Affiliated CGA present in person or by proxy or via their authorised representative if a Corporate Affiliated CGA (in each case by any method, virtual or otherwise) at a meeting of the Federation shall be deemed to have received notice of the meeting and the purposes for which it was called.

45.5 Where any Document or information is sent or supplied by the Federation to the Affiliated CGAs:

45.5.1 where it is sent by post it is deemed to have been received 14 days (including Saturdays, Sundays, and Public Holidays) after it was posted;

45.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent (calculated in accordance with the time zone in England);

45.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 44.6 Subject to the Companies Acts, a member of the Executive Board or any other person may agree with the Federation that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 44.7 Where any Document or information has been sent or supplied by the Federation by Electronic Means and the Federation receives notice that the message is undeliverable:

44.7.1 if the Document or information has been sent to an Affiliated CGA or member of the Executive Board and is notice of a General Assembly meeting of the Federation, the Federation is under no obligation to send a Hard Copy of the Document or information to the Affiliated CGA's or member of the Executive Board's postal address as shown in the Federation's register of members or Executive Board, but may in its discretion choose to do so;

44.7.2 in all other cases, the Federation shall send a Hard Copy of the Document or information to the Affiliated CGA's postal address as shown in the Federation's register of company law members (if any), or in the case of a recipient who is not an Affiliated CGA, to the last known postal address for that person (if any); and

44.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

***Exceptions***

44.8 Copies of the Federation's annual accounts and reports need not be sent to a person for whom the Federation does not have a current Address.

44.9 Notices of General Assembly meetings need not be sent to an Affiliated CGA who does not register an Address with the Federation or to an Affiliated CGA for whom the Federation does not have a current Address.

**45. Communications to the Federation**

The provisions of the Companies Acts shall apply to communications to the Federation.

**46. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written Resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non- receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

**47. Minutes**

47.1 The Executive Board must cause minutes to be made:

47.1.1 of all appointments of officers made by the Executive Board;

- 47.1.2 of all Resolutions of the General Assembly and of the Executive Board (including, without limitation, decisions of the Executive Board made without a meeting); and
- 47.1.3 of all proceedings at meetings of the Federation and of the Executive Board, and of committees of Executive Board, including the names of the Executive Board present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Executive Board meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Affiliated CGA or member of the Executive Board of the Federation, be sufficient evidence of the proceedings.

#### **48. Records and accounts**

- 48.1 The Executive Board shall comply with the requirements of the Companies Acts as to maintaining a members' register of Affiliated CGAs, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:
  - 48.1.1 annual reports;
  - 48.1.2 annual returns; and
  - 48.1.3 annual statements of account.
- 48.2 Except as provided by law or authorised by the Executive Board or an Ordinary Resolution of the Federation, no person is entitled to inspect any of the Federation's accounting or other records or Documents merely by virtue of being an Affiliated CGA.

#### **49. Exclusion of model articles**

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

### **WINDING UP**

#### **50. Winding up**

- 50.1 At any time before, and in expectation of, the winding up or dissolution of the Federation, the Affiliated CGAs or, subject to any Ordinary Resolution of the Affiliated CGAs, the Executive Board, may resolve that any net assets of the Federation after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Federation be applied or transferred in any of the following ways:
  - 50.1.1 directly for the objects of the Federation; or
  - 50.1.2 to any Affiliated CGA or charity promoting sport within the Commonwealth, to use for the purposes of advancing participation in sport.

## SCHEDULE

### INTERPRETATION – DEFINED TERMS

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

|      | Term                                   | Meaning                                                                                                                                                                                                                                                                                                                                                                                                           |
|------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1  | <b>“Address”</b>                       | includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;                                                                                                                                                                                                                                                         |
| 1.2  | <b>“Affiliated CGAs”</b>               | means those sports bodies of Commonwealth Countries (including Commonwealth Games Associations, National Olympic Committee or other multi-sports body formed by a Commonwealth Country) which become affiliated to the Federation in accordance with Articles and Byelaws; who are company law members of the Federation (in the case of Unincorporated Affiliated CGAs, through their nominated representative). |
| 1.3  | <b>“Articles”</b>                      | the Federation’s articles of association;                                                                                                                                                                                                                                                                                                                                                                         |
| 1.4  | <b>“Athletes’ Advisory Commission”</b> | means the Federation’s Athletes’ Advisory Commission or such other successor body as the Federation may from time to time recognise;                                                                                                                                                                                                                                                                              |
| 1.5  | <b>“Candidate CGA”</b>                 | means an Affiliated CGA which has lodged a Candidature File in accordance with the bid procedures set out in the Candidate City Manual;                                                                                                                                                                                                                                                                           |
| 1.6  | <b>“Candidate City Manual”</b>         | means the manual prepared by the Executive Board which sets out the bid procedures applying to Affiliated CGAs seeking to become a Host CGA for a Commonwealth Games;                                                                                                                                                                                                                                             |
| 1.7  | <b>“Candidature File”</b>              | means the bid document lodged by a Candidate City in accordance with the Candidate City Manual in support of its application to host a Commonwealth Games;                                                                                                                                                                                                                                                        |
| 1.8  | <b>“CEO”</b>                           | means the chief executive officer of the Federation;                                                                                                                                                                                                                                                                                                                                                              |
| 1.9  | <b>“CGF”</b>                           | means the Commonwealth Games Federation;                                                                                                                                                                                                                                                                                                                                                                          |
| 1.10 | <b>“CGF Documents”</b>                 | means the Articles of Association, the Byelaws, the Regulations, the Code of Ethics and Conduct and the Games Manuals of the Federation;                                                                                                                                                                                                                                                                          |
| 1.11 | <b>“CGF Evaluation Commission”</b>     | means the Commission which may be established by the Executive Board pursuant to the Regulations;                                                                                                                                                                                                                                                                                                                 |
| 1.12 | <b>“Clear Days”</b>                    | in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;                                                                                                                                                                                                                           |

|      |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.13 | “Code of Ethics and Conduct”               | means the Federation's Code of Ethics and Conduct set out in Section D of the CGF Documents as amended from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.14 | “Commonwealth Countries”                   | means all: <ul style="list-style-type: none"> <li>a) Commonwealth countries</li> <li>b) Crown dependencies</li> <li>c) countries in the United Kingdom and</li> <li>d) any dependent or associated territories of Commonwealth countries; and “Commonwealth Country” means any of them;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.15 | “Commonwealth Games”                       | means the flagship Commonwealth Games, the Commonwealth Youth Games and all other sports events hosted or organised by the CGF;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.16 | “Commonwealth Games Intellectual Property” | has the meaning given to that term in the Byelaws;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.17 | “Commonwealth Games Team”                  | means a team selected by an Affiliated CGA for participation in a Commonwealth Games;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.18 | “Commonwealth Sports Cities Network”       | is a programme aimed at bringing together private, public and third sector partners from across the Commonwealth to collaborate in using sport and sporting events as a catalyst to deliver positive social change;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1.19 | “Commonwealth Sport Logo”                  | the logo as approved by the Executive Board from time to time to represent the Federation;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1.20 | “Companies Acts”                           | the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Federation;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.21 | “Company Secretary”                        | the secretary of the Federation (if any) as defined in the Companies Acts;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1.22 | “Connected”                                | any person falling within one of the following categories: <ul style="list-style-type: none"> <li>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a member of the Executive Board; or</li> <li>(b) the spouse or civil partner of any person in (a); or</li> <li>(c) any other person in a relationship with a member of the Executive Board which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</li> <li>(d) any company, partnership or firm of which a member of the Executive Board is a paid director, member partner or employee, or shareholder holding more than 1% of the capital;</li> </ul> |
| 1.23 | “Corporate Affiliated CGA”                 | has the meaning given in Article 26.3;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.24 | “Document”                                 | includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|      |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.25 | <b>“Electronic Form” and “Electronic Means”</b> | document sent or supplied in Electronic Form;<br>have the meanings respectively given to them in Section 1168 of the Companies Act 2006;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1.26 | <b>“Evaluation Report”</b>                      | means the report prepared by the CGF Evaluation Commission and circulated to all Affiliated CGAs in accordance with the Regulations;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.27 | <b>“Executive Board”</b>                        | means the Executive Board of the Federation constituted in accordance with Article 7;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.28 | <b>“Federation”</b>                             | means the Commonwealth Games Federation;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1.29 | <b>“Games Manual”</b>                           | means the manuals prepared by the Executive Board in relation to the preparation, organisation and management of the Commonwealth Games in any or all forms or are developed and amended from time to time including, without limitation, the following: <ul style="list-style-type: none"> <li>(a) Games Manual – Accommodation;</li> <li>(b) Games Manual – Accreditation;</li> <li>(c) Games Manual – Brand Protection;</li> <li>(d) Games Manual – Broadcasting;</li> <li>(e) Games Manual – Ceremonies;</li> <li>(f) Games Manual – City Operations;</li> <li>(g) Games Manual – Doping Control;</li> <li>(h) Games Manual – Finance;</li> <li>(i) Games Manual – Games Family Services;</li> <li>(j) Games Manual – Image &amp; Look;</li> <li>(k) Games Manual – Marketing;</li> <li>(l) Games Manual – Medical;</li> <li>(m) Games Manual – Overlaying/ Venue Development;</li> <li>(n) Games Manual – Press;</li> <li>(o) Games Manual – Queen’s Baton Relay;</li> <li>(p) Games Manual – Security;</li> <li>(q) Games Manual – Sport;</li> <li>(r) Games Manual – Technology;</li> <li>(s) Games Manual – Ticketing;</li> <li>(t) Games Manual – Transport;</li> <li>(u) Games Manual – Venue Operations;</li> <li>(v) Games Manual – Villages;</li> <li>(w) Games Manual – Workforce.</li> </ul> |
| 1.30 | <b>“General Assembly”</b>                       | means the General Assembly of the Federation constituted in accordance with the Articles;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1.31 | <b>“Hard Copy” and “Hard Copy Form”</b>         | have the meanings respectively given to them in the Companies Act 2006;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.32 | <b>“Host CGA”</b>                               | means the Affiliated CGA or CGAs which has/ have been awarded the right to host a Commonwealth Games by the General Assembly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.33 | <b>“Host City”</b>                              | means the city or geographical area/s which has/have been awarded the right to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



|      |                                              |                                                                                                                                                                                                                                                                                                                                                                         |
|------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.34 | "Host City Contract"                         | host a Commonwealth Games by the General Assembly; means, the contract between the Federation, the Host CGA, the Host City, the OC, the Host Government and any other parties as the Executive Board deems necessary regarding the organisation of a Commonwealth Games which is signed at the General Assembly immediately after the awarding of a Commonwealth Games; |
| 1.35 | "Host Country"                               | means the Commonwealth Country in which the Host City is located;                                                                                                                                                                                                                                                                                                       |
| 1.36 | "Host Government"                            | means the Government or Governments of the Host Country;                                                                                                                                                                                                                                                                                                                |
| 1.37 | "IF"                                         | means the International Federation of a particular sport;                                                                                                                                                                                                                                                                                                               |
| 1.38 | "OC"                                         | Means the Organising Committee for a Commonwealth Games;                                                                                                                                                                                                                                                                                                                |
| 1.39 | "Ordinary Resolution"                        | has the meaning given to it in the Companies Acts which in broad terms is a resolution of the General Assembly that requires majority approval;                                                                                                                                                                                                                         |
| 1.40 | "Progress Report"                            | means a report circulated by a Candidate CGA to one or more other Affiliated CGAs providing any information relating to the progress of its bid to become a Host CGA following the lodgement of its Candidature File which may be in any form, including, without limitation, a booklet or an email;                                                                    |
| 1.41 | "Proxy Notice"                               | has the meaning given in Article 40;                                                                                                                                                                                                                                                                                                                                    |
| 1.42 | "Proxy Notification Address"                 | has the meaning given in Article 41;                                                                                                                                                                                                                                                                                                                                    |
| 1.43 | "Public Holiday"                             | means Christmas Day, Good Friday and any day that is a public holiday in the United Kingdom;                                                                                                                                                                                                                                                                            |
| 1.44 | "Region"                                     | means one of the geographical regions set out in Regulation 5;                                                                                                                                                                                                                                                                                                          |
| 1.45 | "Regulations"                                | mean the Federation's Regulations in force from time to time                                                                                                                                                                                                                                                                                                            |
| 1.46 | "Resolution"                                 | in the case of a resolution of the General Assembly means both an Ordinary Resolution and a Special Resolution as the case may be;                                                                                                                                                                                                                                      |
| 1.47 | "Special Resolution"                         | has the meaning given to it in the Companies Acts which in broad terms is a resolution of the General Assembly that requires at least 75% approval;                                                                                                                                                                                                                     |
| 1.48 | "Sports Committee"                           | means the committee described in Byelaw 9;                                                                                                                                                                                                                                                                                                                              |
| 1.49 | "Sports Programme of the Commonwealth Games" | means the sports, disciplines and events to be contested in a Commonwealth Games;                                                                                                                                                                                                                                                                                       |
| 1.50 | "Unincorporated Affiliated CGAs"             | has the meaning given in Article 26.2;                                                                                                                                                                                                                                                                                                                                  |
| 1.51 | "member of Executive Board"                  | a director of the Federation, and includes any person occupying the position of director, by whatever name called; and                                                                                                                                                                                                                                                  |
| 1.52 | "Writing"                                    | the representation or reproduction of words, symbols or other                                                                                                                                                                                                                                                                                                           |

information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Acts as in force on the date when the Articles became binding on the Federation.



## **SECTION B: THE BYELAWS**

### **Introduction**

The Byelaws are published under the authority of the General Assembly which may from time to time make, repeal or alter such Byelaws by Ordinary Resolution as it thinks fit relating to the management of the Federation, the Commonwealth Games or the Federation's affairs.

The Byelaws are binding on all Affiliated CGAs of the Federation subject to the Companies Acts, the Articles and any rule of law.

### **Byelaw 1 Definitions**

In these Byelaws unless the context requires otherwise the terms used shall have the meaning set out in the Schedule to the Articles.

### **Byelaw 2 The Commonwealth and the Games**

The flagship Commonwealth Games and the Commonwealth Youth Games shall, unless otherwise agreed by Special Resolution, be held every four years and shall be open to eligible competitors of the Affiliated CGAs of all Commonwealth Countries, which are collectively referred in the CGF Documents as "the Commonwealth".

### **Byelaw 3 Type of Contests**

The Commonwealth Games are contests between athletes and not contests between countries.

### **Byelaw 4 Numbering of the Commonwealth Games and the Commonwealth**

The first flagship Commonwealth Games was held in 1930 in Hamilton, Canada and subsequent Commonwealth Games are numbered consecutively as they take place thereafter.

The First Commonwealth Youth Games was held in 2000 in Edinburgh, Scotland and subsequent Commonwealth Youth Games are numbered consecutively as they take place thereafter.

### **Byelaw 5 Discrimination**

The Commonwealth Games Federation shall not discriminate against any country, nation, territory or person on any grounds whatsoever. Without prejudice to the generality of the foregoing this shall include grounds such as race, colour, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status.

### **Byelaw 6 Official Language**

The official language of the Commonwealth Games is English.

### **Byelaw 7 Headquarters**

The Headquarters of the Federation shall be in England or Wales.

### **Byelaw 8 Affiliation**

1. The Federation in General Assembly shall consider and, if thought fit, approve applications

for affiliation from appropriate sports bodies of Commonwealth Countries and upon becoming affiliated to the Federation such sports bodies shall be referred to as an Affiliated CGA and shall be admitted as a member of the Federation in accordance with the Articles.

2. Each Affiliated CGA shall be the official body in its country or territory for all matters concerning the Commonwealth Games and shall deal directly with the Federation on all matters concerning the Commonwealth Games, subject to the role of the OC in organising a Commonwealth Games.
3. As a condition of their continued affiliation, all Affiliated CGAs:
  - 3.1 shall be bound by, and comply with, the CGF Documents,
  - 3.2 shall ensure that their anti-doping policies and rules comply with the applicable provisions of the World Anti-Doping Code;
  - 3.3 shall ensure that their safeguarding policies and rules are consistent with the applicable provisions of the CGF safeguarding policy and
  - 3.4 Commonwealth Countries must be full members of the Commonwealth, as accepted by the Commonwealth Secretariat.
4. Any person, organisation or other entity not directly affiliated with the Federation but engaged in the organisation of the Commonwealth Games in any way whatsoever shall be required to sign a declaration of adherence confirming that such person agrees to be bound by the provisions of the CGF Documents and to abide by the directions of the Executive Board.

#### **Byelaw 9: Standing Committees and Commissions**

1. The Executive Board shall in accordance with the Articles establish such committees and commissions as it considers are required from time to time for the effective management of the business of the Federation. The Executive Board shall have the power to make, vary and revoke terms of reference as to the function, role and operation of each committee and commission.
2. The Federation shall as a minimum have the following Standing Committees and Commissions;

#### **Athletes' Advisory Commission**

1. The Athletes' Advisory Commission shall provide advice to the Executive Board on the implications for athletes of policies and procedures for achieving the vision, mission and objects of the Federation but shall not have any executive authority.
2. The Athlete's Representative shall represent the Athletes' Advisory Committee at Board meetings and communicate to the Executive Board the views and interests of Athletes

#### **Audit and Risk Committee**

1. The Audit and Risk Committee shall provide advice and make recommendations to the Executive Board regarding audit, risk and financial management.
2. The Chair of the Audit and Risk Committee shall be entitled to attend all Executive Board Meetings

by virtue of their appointment to this Committee.

#### **Anti-Doping and Medical Commission**

1. The Anti-Doping and Medical Commission shall provide advice to the Executive Board regarding anti-doping and medical provisions at the Commonwealth Games.

#### **Governance and Integrity Committee**

1. The Governance and Integrity Committee shall provide recommendations to the Executive Board regarding the governance and integrity of the Federation.

#### **Sports Committee**

1. The Sports Committee shall act as an advisory body to the Executive Board on strategic and technical matters related to sport and partnerships with International Federations which impact the Commonwealth Games and the broader Commonwealth Sport Movement.
2. The Sports Committee shall liaise with the Development Committee and the Anti-Doping and Medical Commission as well as any relevant organisations on issues related to the development of sport.

#### **Development Committee**

1. The Development Committee may make recommendations to the Executive Board regarding:
  - 1.1 the strategic direction, programming and overall budget for the Federation's CGA Development Programmes;
  - 1.2 the establishment of programmes and activities which directly assist CGAs with their planning and preparation for the flagship Commonwealth Games and Commonwealth Youth Games; and
  - 1.3 the provision of opportunities to enhance and develop CGA administration, management and governance capabilities.

#### **Byelaw 10 Code of Ethics and Conduct**

The Federation may, by Ordinary Resolution in General Assembly, adopt and, from time to time, amend the Code of Ethics and Conduct applying to the Executive Board, all Affiliated CGAs, office holders and persons participating in the activities of the Federation.

#### **Byelaw 11 Bid Procedures and the Host City**

1. The honour of holding the Commonwealth Games is entrusted to a Host CGA and Host City.
2. The selection of the Host CGA and the Host City shall be made in accordance with the Candidate City Manual as prepared by the Executive Board.
3. The Host CGA and Host City of a Commonwealth Games shall be confirmed at the General Assembly which follows the selection by the Executive Board.

#### **Byelaw 12 Hosting the Commonwealth Games**

1. The Organising Committee ("OC"), the Host CGA, the Host Government(s) and the Host City will be jointly and severally responsible for organising and staging the Commonwealth Games and for all commitments related to the organisation and staging of the Games, including, without limitation, all financial commitments relating to the organisation and staging of the Games in accordance with the Host City Contract and the CGF Documents.
2. The powers vested in the OC by the Federation cannot be assigned or otherwise transferred to any other person, Government or entity without the prior written agreement of the Federation.

### **Byelaw 13 Sports in the Programme of the Commonwealth Games**

1. The sport programme of the Commonwealth Games shall, at a minimum, consist of the following compulsory sports (disciplines) – Aquatics (Swimming), Aquatics (Swimming Para), Athletics, Athletics (Para), Badminton, Cycling (Road), Boxing, Gymnastics (Artistic), Hockey (Men and Women), Judo, Lawn Bowls, Lawn Bowls (Para), Netball (Women), Rugby Sevens (Men & Women), Squash, Table Tennis, Triathlon, Weightlifting, Powerlifting (Para), and Wrestling (Freestyle).
2. Quota positions shall be established for each compulsory sport (discipline). The total number of quota positions for compulsory sports (disciplines) shall not exceed 3,800 athletes unless otherwise agreed by the CGF Executive Board.
3. A Candidate City/OC may select optional sports (disciplines) from the following list – Archery (Recurve), Aquatics (Diving), Basketball 3x3 (Men and Women), Basketball Wheelchair Para 3x3 (Men and Women), Cricket (Men and Women), Cycling (Mountain Bike), Cycling (Track), Cycling (Track Para), Gymnastics (Rhythmic), Shooting (Clay Target), Shooting (Full Bore), Shooting (Pistol), Shooting (Small Bore), Table Tennis (Para), Triathlon (Para), Volleyball (Beach).
4. Quota positions shall be established for each optional sport (discipline). The total number of quota positions for optional sports (disciplines) shall not exceed 500 athletes unless otherwise agreed by the CGF Executive Board.
5. Including compulsory and optional sports (disciplines), there shall be no more than 4 team sports on the programme of a Commonwealth Games. In such case whereby Basketball (3x3) is selected from the pool of optional sports, Basketball (Wheelchair Para 3x3) may be also selected (or vice versa) in which case the sport of Basketball shall be considered as one team sport. In such case whereby Cricket is selected from the pool of optional sports, Basketball (Wheelchair Para 3x3) may also be selected.
6. Including compulsory and optional sports (disciplines), a minimum of 300 quota positions shall be devoted to para-sports (disciplines) within the prescribed quotas as approved by the Executive Board.
7. All International Federations with a sport/discipline on the programme must meet their obligations as defined in the Games Manual in order for their sport to be maintained on the programme. Failure to meet such obligations may result in the sports exclusion from the programme.
8. The Executive Board from time-to-time may recommend to the General Assembly the recognition of International Federations governing and developing a sport practised in the Commonwealth which are not compulsory or optional sports (disciplines) on the

Commonwealth Games sports programme. Such recognition will be granted with the designation of "CGF Recognised Sport". International Federations granted with such recognition must meet their obligations as defined by the Executive Board. Failure to meet such obligations may result in the sport no longer being recognised by the Federation.

#### **Byelaw 14 Duration and Character of the Commonwealth Games**

1. Subject to Byelaw 14(2), the duration of the Commonwealth Games shall not exceed 11 days, exclusive of the day of the Opening Ceremony.
2. The Executive Board, in its sole discretion, may extend the duration of the Commonwealth Games beyond 11 days.
3. The Commonwealth Games must be staged in a dignified manner and without excessive commercialisation. Advertising signs shall only be allowed inside the stadium or other sports venues with the approval of the Executive Board. Clothing or equipment used officially at the Commonwealth Games shall not be marked conspicuously for advertising purposes, unless otherwise approved by the Executive Board.
4. The Commonwealth Games must be staged as a separate entity. The Commonwealth Games may only be staged in connection with another enterprise (such as a fair or exhibition) or other international sporting event with the approval of the Executive Board.
5. The Host CGA may only allow Commonwealth Championships or such other sports events or activities in non-programme sports to be held in the Host Country during the Commonwealth Games or three months prior to or after the Commonwealth Games, with the approval of the Executive Board.

#### **Byelaw 15 Cultural Programme**

The OC may either itself organise a cultural programme of national and/or Commonwealth focused items, or give its patronage for such a programme to take place in the Host City during the Commonwealth Games.

#### **Byelaw 16 Eligibility**

1. It is the responsibility of all Affiliated CGAs to ensure that their competitors are fully aware of and comply with Byelaw 16.
2. **Primacy**
  - 2.1 Subject to Byelaw 16(4) 16(5) 16(6) and (16)(7), a competitor shall be eligible to represent the Commonwealth Country which enters them where they satisfy at least one of the following requirements:
    - a. Are in possession of a current valid passport of the Commonwealth Country which enters them; or
    - b. Are a subject who can demonstrate 'Belonger Status' in Great Britain or relevant British Overseas Territory of the Commonwealth Country which enters them.
  - 2.2 In respect of the following Affiliated CGAs: -



- I. Guernsey, Jersey, and Isle of Man. The governments of these three Crown Dependencies do not define citizenship. For these Affiliated CGAs, citizenship shall be defined as three (3) years continuous residency immediately prior to the Commonwealth Games. For the avoidance of doubt, the immediately prior three-year period shall mean the three-year period that immediately precedes the “final entries deadline”\* date of the relevant Games as determined by the respective Organising Committee (“Continuous Residency”) and the competitor must be in possession of a current valid UK passport.
- II. Northern Ireland. Byelaw 16 will defer to the Belfast Agreement (1998). Northern Ireland athletes who meet birth right criteria are to be treated equally regardless of their possession of either a current valid UK or Irish passport (but must hold one of these). This right is enshrined within the Constitution Issues (iv) of the 1998 Belfast Agreement.
- III. Norfolk Island. Any individual who was in possession of a current valid New Zealand passport and was also deemed eligible to compete at the Gold Coast 2018 Commonwealth Games for Norfolk Islands may continue to compete for Norfolk Islands at future iterations of the Games.

### 3. **Secondary**

- 3.1 Subject to Byelaw 16(4) 16(5) 16(6) and 16(7), where a competitor was born in a Commonwealth Country which has common citizenship/passport with other Commonwealth Countries, the competitor may represent either:
  - a. the Commonwealth Country of their birth; or
  - b. the Commonwealth Country of birth of their parent; or
  - c. where the relevant IF recognises grandparents as part of its eligibility criteria, the competitor may represent the Commonwealth Country of birth of their grandparent; or
  - d. the Commonwealth Country where they have completed a minimum period of three (3) years continuous residency immediately prior to the Commonwealth Games. For the avoidance of doubt, the immediately prior three-year period shall mean the three-year period that immediately precedes the “final entries deadline”\* of the relevant Games as determined by the respective Organising Committee.
- 3.2 Subject to the other provisions of this Byelaw 16, where a competitor is eligible to represent more than one Affiliated CGA due to common passport privileges they may choose which Affiliated CGA to represent. For the avoidance of doubt, if an individual has competed at a Commonwealth Youth Games this will not be deemed to be a choice of country, and the competitor may choose to represent a different Affiliated CGA at a Commonwealth Games.
- 3.3 For the avoidance of doubt subject to Byelaw 16(4) and 16(5) any competitor of a common passport area who competes for their common passport country (i.e. Great Britain, New Zealand and Australia) at either the Olympic Games, Youth Olympic Games and/or any World Championships or any other major sporting event shall be entitled to choose to represent their home Affiliated CGA (e.g. Turks and Caicos) at the Commonwealth Games.

### 4. **Disqualifications and Suspensions**

- 4.1 A competitor shall not be eligible to represent the Commonwealth Country which enters them if they:
  - a. are currently under disqualification, expulsion or suspension by the Federation; and/or

- b. are currently under disqualification, expulsion or suspension by their respective Affiliated CGA; and/or
- c. are currently under disqualification, expulsion or suspension by their respective IF, National Federation and/or
- d. are currently under disqualification or suspension under the World Anti-Doping Code.

## **5. Compliance with applicable rules and regulations**

- 5.1 A competitor shall only be eligible to represent the Commonwealth Country which enters them if they:
  - a. Satisfy and comply with all applicable rules and regulations of the Federation; and
  - b. Satisfy and comply their respective IF rules and regulations (including but not limited to, complying with respective IF eligibility rules as applied within each respective edition of the Commonwealth Games Athlete Allocation Systems); and
  - c. Satisfy and comply with the World Anti-Doping Code as applied within the Federation Anti-Doping Standard to ensure that the overriding principles of the Commonwealth Games are observed.
- 5.2 For the avoidance of doubt, where there is an inconsistency between respective IF Nationality rules and regulations and those of the Commonwealth Games Federation, the Commonwealth Games Federation Bye Law 16 shall prevail.

## **6 Transfer of Allegiance**

- 6.1 After having established eligibility status under this Byelaw 16 a competitor who has previously represented one Commonwealth Country at a Commonwealth Games may not represent another Commonwealth Country unless they also receive the prior approval of the Federation, the relevant IF and the relevant previously represented Affiliated CGA. For the avoidance of doubt, this Byelaw shall not apply if an individual has represented a Commonwealth Country at a Commonwealth Youth Games. Applications under this Byelaw 16(6) must be submitted to the Executive Board two calendar months before the “final entries deadline”\* for the respective Commonwealth Games. Applications must include formal confirmation of the prior approval of the relevant IF and the relevant previously represented Affiliated CGA.
- 6.2 All applications for transfer of allegiance under Byelaw 16(6) and/or discretionary eligibility dispensation under Byelaw 16(7) including all relevant paperwork and documentation must be submitted no later than two calendar months prior to the published “final entries deadline”\*, as outlined by the respective Organising Committee.

## **7. Dispensations**

- 7.1 The Executive Board shall delegate authority to the Governance and Integrity Committee (GIC) who have the power to grant dispensations to Byelaw 16 in exceptional circumstances and to consider any matters relating generally to Byelaw 16. Each application for dispensation under Byelaw 17 shall be considered on its own merits and will not create a precedent for any future applications. Decisions made by GIC are subject to the right of appeal directly to the Executive Board, whose decision shall be final and binding.

\*“final entries deadline” means the final date that an individual athlete may be entered in a particular event(s) for the relevant Commonwealth Games, usually completed via an online entry system. Such date to be communicated for each relevant Commonwealth Games in the Sport Handbook.

#### **Byelaw 17 Commonwealth Games Intellectual Property**

1. The Federation shall establish and maintain the Official Emblem which shall be the Commonwealth Sport Logo. All rights related to the Official Emblem of the Commonwealth Games shall belong exclusively to the Federation.
2. The Federation shall establish and maintain the Official Flag which will comprise the Official Emblem set on a white background featuring "CGF" above the Commonwealth Sport Logo. All rights related to the Official Flag shall belong exclusively to the Federation.
3. The Federation may establish a symbol or symbols of the Commonwealth Games (to be named an Official Symbol) at its discretion. All rights related to the Official Symbol or Symbols shall belong exclusively to the Federation.
4. The "Commonwealth Games Intellectual Property" consists of the intellectual property rights in the term "COMMONWEALTH GAMES", the initials "CGF", the Official Emblem ("The Commonwealth Sport Logo"), the Official Flag, the Official Symbol or Symbols, event specific names, symbols and logos, intellectual property relating to the organisation, exploitation, broadcasting and/or reproduction of the Commonwealth Games by any means whatsoever and any other materials, products or works that a reasonable person would assume are related to or connected with the Commonwealth Games.

#### **Byelaw 18 Commercial Rights**

##### **A. The Federation**

##### **1. Commonwealth Games Intellectual Property**

- 1.1 The Commonwealth Games Intellectual Property is the exclusive property of the Federation and the Federation owns all rights concerning its use, organisation, exploitation, broadcasting and/or reproduction by any means whatsoever.
- 1.2 Subject to the CGF Documents, the Federation has the exclusive right to exploit the Commonwealth Games Intellectual Property in any way that it sees fit;
- 1.3 No other entity shall have any rights in respect of the Commonwealth Games Intellectual Property or any representation thereof, without the express written approval of the Federation.
- 1.4 The Executive Board is authorised to assign or otherwise deal with the right to commercially exploit part or all of the Commonwealth Games Intellectual Property to one or more Affiliated CGAs and/or the OC on such terms and conditions as it sees fit. The decision to assign or otherwise deal with the Commonwealth Games Intellectual Property is at the sole discretion of the Executive Board.
- 1.5 Affiliated CGAs and OCs must vest in the Federation any intellectual property to which the Federation is entitled pursuant to the CGF Documents.

## **2. Broadcast Rights**

The Federation reserves the right to exploit commercially all broadcast and/or narrowcast and/or any other form of communication rights relating to the transmission of the Commonwealth Games to the public, including those related to television, radio, internet and television and radio archives, on a worldwide basis.

## **3. Sponsorship**

3.1 The Federation reserves the right to commercially exploit sponsorship rights in relation to the Commonwealth Games and Commonwealth Games Intellectual Property on a worldwide basis.

3.2 The Executive Board is authorised to assign any or all of the sponsorship rights described in Byelaw 19(3)(3.1) to the Host CGA and/or the OC on such terms and conditions as it sees fit.

3.3 The Federation reserves the right to exploit:

331 any sponsorship rights not assigned to the Host CGA and/or the OC pursuant to Byelaw 18(3)(3.2); and

332 the commercial sponsorship of the Federation.

3.4 Subject to the directions of the Executive Board, Sponsors of the Commonwealth Games shall have the right to be named an Official Sponsor of the Commonwealth Games on a worldwide basis.

3.5 Subject to the directions of the Executive Board, Sponsors of the Federation shall have the right to be named an Official Sponsor of the Federation on a worldwide basis.

3.6 Subject to the directions of the Executive Board, Sponsors of the Kings Baton Relay (KBR) and the Commonwealth Youth Games (CYG) shall have the right to be named an Official Sponsor of the KBR or CYG on a worldwide basis.

## **4. Residual Commercial Rights**

4.1 The Federation reserves the right to commercially exploit all rights associated with the King's Baton Relay and the Commonwealth Youth Games on a worldwide and domestic basis.

4.2 Federation sponsorship and marketing programmes under Byelaw 18A may be exploited in the territory of any Affiliated CGA provided that there is prior agreement with the Affiliated CGA. Such agreement shall not be unreasonably withheld.

## **5. Revenue**

Any revenue received by the Federation from the exploitation of commercial rights under Byelaw 19A shall be split according to terms and conditions included in the Host City Contract.

## **B. Commonwealth Games Associations**

1. A Commonwealth Games Team is the exclusive property of the Affiliated CGA of its territory and that Affiliated CGA owns all rights concerning its organisation and exploitation by any means whatsoever.

2. An Affiliated CGA may exploit the commercial rights in respect of its Commonwealth Games Team within its territory. Sponsors shall have the right to be designated as an Official Sponsor of a Commonwealth Games Team.
3. Subject to the written approval of the Federation, each Affiliated CGA shall incorporate the Official Emblem along with a design of its own choosing to make its own emblem.
4. Subject to the CGF Documents and the directions of the Executive Board from time to time, the Federation assigns to all Affiliated CGAs the right to exploit commercially the Official Emblem as incorporated into the emblem of the Affiliated CGA within the territory of that Affiliated CGA.
5. Any Affiliated CGAs granted rights under Byelaw 18B(4) shall not exploit those rights outside the territory of its country or within the territory of another Affiliated CGA without the prior written agreement of that Affiliated CGA and the Federation.
6. An Affiliated CGA which is not a Host CGA shall not exploit commercially the Official Emblem of the Federation or the OC under any circumstances, unless specifically approved in writing by the Executive Board.
7. The emblems of an Affiliated CGA and OC shall not be used for commercial purposes except as specifically allowed in the CGF Documents or the Host City Contract or unless specifically approved in writing by the Executive Board.

**C. Host Commonwealth Games Associations and the Organising Committee**

1. Subject to the written approval of the Executive Board, each OC shall incorporate the Official Emblem along with a design of its own choosing to make its own emblem.
2. Subject to the CGF Documents, the Host City Contract and any directions of the Executive Board from time to time, the Federation assigns to all OCs the right to exploit commercially the Official Emblem as incorporated into the emblem of the OC within the territory of that OC.
3. In the event that any rights are assigned by the Federation to the Host CGA and/or the OC pursuant to Byelaw 18, the Host CGA and/or the OC shall be required to obtain the approval of an Affiliated CGA should any commercial rights assigned to it be exercised within the territory of the Affiliated CGA. Such approval shall not be unreasonably withheld.

**Byelaw 19 Dispute Resolution – Composition and Operations of the Federation Court**

1. The Executive Board has the power to appoint an independent dispute resolution body that will be responsible for constituting and administering the Federation Court.
2. Once appointed by the Executive Board pursuant to Byelaw 19, the appointed dispute resolution body will compile a shortlist of panellists to be nominated to the Federation Court to hear disputes referred to the Federation Court.
3. When a dispute is referred to the Federation Court the appointed dispute resolution body will appoint from the shortlist of panellists three individuals to constitute a panel to hear the dispute. The appointed dispute resolution body will name a chair of each panel who will chair the relevant session of the Federation Court.
4. The Federation Court will have the power to co-opt such technical expertise as may be

appropriate to resolve the issues before it. Such experts will act in an advisory capacity only.

5. Subject to Byelaw 20, the Federation Court, acting as a first instance tribunal or an appeals body, will be authorised to determine such disputes as are determined to be within its jurisdiction in accordance with the Jurisdiction Rules as amended from time to time.

#### **Byelaw 20 Arbitration**

1. Unless otherwise specified in the CGF Documents, all disputes arising under or in connection with the CGF Documents will be heard by the Court of Arbitration for Sport.
2. Where a dispute is heard by the Court of Arbitration for Sport pursuant to Byelaw 20 the decision of the Court of Arbitration for Sport will be final.
3. All arbitrations conducted in accordance with Byelaw 20(1) will be conducted in accordance with English law.

#### **Byelaw 21 Anti-Doping**

1. The Executive Board shall establish a Federation Anti-Doping Policy in accordance with the WADA Anti-Doping Code. The Executive Board is authorised to amend the Federation Anti- Doping Policy from time to time.
2. The Federation Anti-Doping Policy and any amendments to it shall be made available to all Affiliated CGAs as soon as practicable after being finalised.
3. The policies and procedures relating to doping controls at the Commonwealth Games shall be set out in the *Games Manual – Doping* from time to time.
4. Any dispute arising under or in connection with the interpretation or application of the Federation Anti-Doping Policy or the *Games Manual–Doping* shall be solely and exclusively resolved according to the procedures established in the Federation's Anti-Doping Policy, as amended from time to time.

## **SECTION C: REGULATIONS**

The Definitions applied in the Articles apply in these Regulations.

### **Regulation 1 Bid Procedures**

#### **1. Candidature Files**

- 11 The official Candidature File lodged by Candidate CGAs shall be delivered to the Federation's office on a date and in a form prescribed in the Candidate City Manual which is at least 6 months prior to the date upon which the General Assembly is scheduled to meet to decide the Host CGA and Host City for a Commonwealth Games.
- 12 Copies of all Candidature Files submitted by Candidate CGAs shall be sent to the Executive Board and all other Affiliated CGAs. The Executive Board reserves the right to establish rules permitting or rejecting the use of electronic applications.
- 13 Regardless of the form of the Candidature File, the bid must be signed (physically or electronically) by the President and Secretary General (or chair and CEO as the case may be) of the Candidate CGA and endorsed by the Chairman and one other senior official of an OC that may have already been formed by the Candidate CGA at the time of entering a bid. The Candidature File must also be supported by the written approval of the various levels of the Candidate Governments and the Candidate City in order to ensure their cooperation in the successful staging of the Commonwealth Games.
- 14 When furnishing the Candidature File, each Candidate CGA shall undertake with the Federation, if the Commonwealth Games is awarded to it, the Candidate CGA, Candidate City and various levels of Candidate Governments will execute a Host City Contract at the time of awarding the Commonwealth Games in a form approved by the Executive Board.
- 15 After their Candidature File is lodged with the Federation, other than as provided for within the Candidate City Manual Candidate CGAs, Bid Committees, the Candidate City and various levels of Candidate Governments shall not make any special visits or approaches to members of other Affiliated CGAs by themselves or through diplomatic channels. Candidate Cities may, however organise a reception on the occasion of a General Assembly and may provide a hospitality room and any exhibition or display by means of models, photographs, films etc. showing arrangements in the Candidate Cities.
- 16 Candidate CGAs may only circulate Progress Reports after the CGF Evaluation Commission has circulated its Evaluation Report but no later than one month prior to the vote for the Host CGA and Host City.
- 17 Not more than 2 Progress Reports may be circulated by any Candidate CGA after the lodgement of its Candidature File.
- 18 A Progress Report will be deemed to be circulated by a Candidate CGA on the date that it is sent to the Executive Board.

## **2. Selection of Host CGA and Host City**

- 21 The General Assembly shall award the Commonwealth Games to a Host City and Host CGA at the General Assembly which follows the Commonwealth Games held 8 years prior to the Games in question.
- 22 At the meeting of the General Assembly, a delegation of each Candidate City, (not exceeding 6 in number), shall be entitled to present its case to the General Assembly for a period not exceeding 30 minutes, excluding question time which is not to exceed ten minutes. The order in which Candidate Cities shall present their case will be decided by the drawing of lots.
- 23 If countries from other Regions are making acceptable applications to act as hosts to the Commonwealth Games, the Commonwealth Games shall not be awarded in succession to countries in the same Region.
- 24 The voting procedure to select the Host CGA and Host City shall be as follows (for the avoidance of doubt this decision making process is not an Ordinary or Special Resolution):
- 24.1 Each Affiliated CGA present in person or by proxy shall be entitled to one vote. A first vote shall be taken by the General Assembly in relation to the Candidate CGAs and if one Candidate CGA obtains more than 50% of the total votes cast, it shall be awarded the Commonwealth Games.
- 24.2 If no Candidate CGA receives more than 50% of the total votes cast, the Candidate CGA obtaining the least number of votes shall be withdrawn from the voting, and a further vote shall be taken.
- 24.3 If necessary, this procedure shall be continued until only 2 Candidate CGAs remain and the Commonwealth Games shall then be awarded to the Candidate CGA obtaining a majority of votes cast.
- 24.4 Only the nominated or authorised representative of an Affiliated CGA present in person or by proxy and entitled to vote at the General Assembly may vote on the choice of Host City in accordance with the voting procedures set out in these Regulations.

## **3. Grants and Gifts**

- 31 With the exception of CGA, team travel grants and funds for sports development programmes in accordance with the terms and conditions outlined in the CGF's Candidate Manual, absolutely no grants or gifts of any kind, either to one or more Affiliated CGA, the CGF or any individual or organisation associated in any way with an Affiliated CGA or the CGF are allowed.
- 32 The OC will provide free travel to all or a specified number of competitors and team officials in accordance with the Candidate City Manual. The travel grant shall not in any event be less than:

|                      |          |     |
|----------------------|----------|-----|
| For teams* numbering | 1 to 10  | 25% |
|                      | 11 to 20 | 20% |



|     |        |     |
|-----|--------|-----|
| 21  | to 30  | 15% |
| 51  | to 70  | 10% |
| 71  | to 100 | 7%  |
| 101 | +      | 5%  |

\* Teams incorporate both competitors and team officials.

## **Regulation 2 CGF Evaluation Commission**

1. The Executive Board shall be authorised to create the CGF Evaluation Commission.
2. Prior to the meeting at which the Host City and Host CGA is decided, a delegate or delegates from the CGF Evaluation Commission shall visit each Candidate City to inspect the facilities and to evaluate the bid. So far as practicable the same delegate or delegates shall visit all Candidate Cities.
3. After all Candidate Cities have been inspected; the CGF Evaluation Commission will draft an Evaluation Report regarding each Candidate City. The Evaluation Report shall include, without limitation:
  - 3.1 the progress of construction of Commonwealth Games facilities;
  - 3.2 the ability and/or capacity of the Candidate City and Candidate CGA to comply with the representations made in their Candidature Files; and
  - 3.3 any information that the CGF Evaluation Commission believes will assist CGAs in their deliberations regarding the Candidate Cities.
4. The Evaluation Report shall be published as soon as practicable after Candidate Cities have been inspected.
5. The Evaluation Reports shall be distributed to all Affiliated CGAs and to the Executive Board.
6. The Executive Board reserves the right to appoint technical advisers to act as temporary members of the CGF Evaluation Commission. Such temporary members shall be granted the same benefits and conditions as apply to regular CGF Evaluation Commission members.

## **Regulation 3 Election of Executive Board Members**

1. The General Assembly meeting in the year following the occasion of a Commonwealth Games shall in accordance with Regulation 3 below:
  - 1.1 elect the President;
  - 1.2 elect the three Vice Presidents referred to in Article 22.1(b);
  - 1.3 confirm the election of Regional Vice Presidents and Regional Members of the Sports Committee elected in accordance with the Regulations.

- 1.4 all positions on the Executive Board and Sports Committee are subject to a limit of a maximum of two consecutive terms.
- 2 Elections & Eligibility
  - 2.1 Nominations for election to the positions specified in Regulation 3 (1) above shall be submitted in writing to the Federation office not less than 3 months before the date of the General Assembly except in the case of filling casual vacancies in which case the Executive Board may reduce this notice period. For the avoidance of doubt, the Elections set out in this Regulation 3 are not decisions made as either Ordinary or Special Resolution. Only the nominated or authorised representative of an Affiliated CGA present in person or by proxy and entitled to vote at the General Assembly may vote in accordance with the voting procedures set out in this Regulation 3.
  - 2.2 Any CGA may nominate a candidate for election or appointment as the case may be.
  - 2.3 The person nominated shall be a Commonwealth citizen and ordinarily resident in a Commonwealth country.
  - 2.4 If elected the candidate shall hold office from the date of election to the conclusion of the General Assembly in the year following the next Games.
- 3 Procedure on election of the President

If more than one nomination is received voting shall be by secret ballot. To be elected any candidate must receive in excess of 50% of the vote of those present and entitled to vote.

  - 3.1 Only the nominated or authorised representative of an Affiliated CGAs present in person or by proxy at the General Assembly at which the election of the President takes place shall be entitled to vote. Each affiliated CGA shall be entitled to one vote.
  - 3.2 After the first ballot any candidate getting less than 10% of the votes of those present and entitled to vote or, if more than 10%, the candidate receiving the least number of votes will be eliminated.
  - 3.3 If at any stage any candidate of the voting any candidate receives more than 50% of the votes of those present and entitled to vote he or she shall be declared elected.
  - 3.4 The same procedure as above will be carried out until only two candidates remain and the election will then be decided by a simple majority vote.
- 4 Election of Vice Presidents

If more than 3 nominations are received for the position of Vice President the following applies:

  - 4.1 A secret ballot of the General Assembly shall be conducted. Only the nominated or authorised representative of an Affiliated CGA present in person or by proxy at the General Assembly at which the election of Vice Presidents takes place shall be entitled to vote. Each Affiliated CGA shall be entitled to one vote.

- 4.2 Affiliated CGAs shall vote for three candidates drawn from at least two regions, one of whom shall be a different gender. Ballot papers not complying with the above provision shall be invalid.
- 4.3 Two candidates of one gender and one candidate of a different gender, who must be from at least two different regions, receiving the largest number of votes shall be elected.
- 4.4 In the event that candidates receive an equal number of votes, there shall be a second ballot. In the event that the two candidates still receive an equal number of votes then the chair of the meeting may use a casting vote in addition to any other vote he or she might have.
5. The procedure for the election of Regional Vice Presidents and Regional Members of the Sports Committee shall be as follows:
  - 5.1 Each Region shall meet at the time of the General Assembly in the year following a Commonwealth Games.
  - 5.2 If two or more nominations are received for a position, a secret ballot of all nominated and authorised representatives of Affiliated CGAs from the relevant Region present in person or by proxy shall be held.
  - 5.3 After the first ballot the names of any candidates getting less than 10% of the votes of those present and entitled to vote, or if more than 10%, the candidate receiving the least number of votes will be eliminated
  - 5.4 If at any stage of the voting any candidate receives more than 50% of the votes of those present and entitled to vote, that candidate shall be declared elected.
  - 5.5 The same procedure as above will, if necessary, be carried out until only two candidates remain and the election will then be decided by a simple majority vote. In the event the two candidates shall receive an equal number of votes, then the chair of the meeting may use a casting vote in addition to any other vote he or she might have.

#### **Regulation 4 Procedures for the co-option of Board members or Commissions of the Federation**

1. Where 40% gender representation is not achieved in the election of elected Executive Board members or those elected to the Sports Committee, additional members shall be co- opted to provide a minimum of 40% representation or three(3) individuals of the under- represented gender, whichever is the lower. All Affiliated CGAs shall be encouraged to make nominations and submit CVs directly to the Federation and also through their Regional Vice Presidents. The Executive Board, Committee and Commissions of the Federation may also nominate candidates.
2. Appointments by co-option to the Executive Board and Federation Committees/Commissions shall be by the Executive Board, and shall be subject to confirmation by the General Assembly at its next meeting.
3. Appointments shall be made on merit and be in accordance with the Appointments Policy.

4. Gender representation consistent with (1) above shall apply for all other committees and commissions appointed by the Executive Board in accordance with Article 7.2.3.

5. An individual co-opted to the Executive Board and any Federation Committees/Commissions pursuant to Regulation 4 will have full rights and voting privileges. Regulation 5 Regions

| Africa              | America          | Asia              | Caribbean                      | Europe           | Oceania          |
|---------------------|------------------|-------------------|--------------------------------|------------------|------------------|
| Botswana            | Bahamas          | Bangladesh        | Anguilla                       | England          | Australia        |
| Cameroon            | Belize           | Brunei Darussalam | Antigua & Barbuda              | Cyprus           | Cook Islands     |
| Ghana               | Bermuda          |                   |                                |                  | Fiji             |
| Kenya               | Canada           | India             | Barbados                       | Gibraltar        | Kiribati         |
| Kingdom of eSwatini |                  |                   |                                |                  |                  |
| Lesotho             | Falkland Islands | Malaysia          | British Virgin Islands         | Guernsey         | Nauru            |
| Malawi              | Guyana           | Maldives          | Cayman Islands                 | Isle of Man      | New Zealand      |
| Mauritius           | St Helena        | Pakistan          | Dominica                       | Jersey           | Papua New Guinea |
| Mozambique          |                  | Singapore         | Grenada                        | Malta            |                  |
| Namibia             |                  | Sri Lanka         | Jamaica                        | Northern Ireland | Niue             |
| Nigeria             |                  |                   | Montserrat                     | Scotland         | Norfolk Island   |
| Rwanda              |                  |                   | Saint Kitts & Nevis            | Wales            | Samoa            |
| Seychelles          |                  |                   | Saint Lucia                    |                  | Solomon Islands  |
| Sierra Leone        |                  |                   | Saint Vincent & The Grenadines |                  | Tonga            |
| South Africa        |                  |                   | Trinidad & Tobago              |                  | Tuvalu           |
| Tanzania            |                  |                   | Turks & Caicos Islands         |                  | Vanuatu          |
| The Gambia          |                  |                   |                                |                  |                  |
| Uganda              |                  |                   |                                |                  |                  |
| Zambia              |                  |                   |                                |                  |                  |
| (19)                | (7)              | (8)               | (14)                           | (10)             | (14)             |

## **Regulation 6 Factors and Criteria for New Sports and Disciplines in the Programme of the Commonwealth Games**

In formulating recommendations on the Sports Programme for the Executive Board and the General Assembly, the Sports Committee will ensure that sports and events within the Commonwealth Games maintain high standards of excellence and pan-Commonwealth participation.

The Sports Committee and Executive Board shall consider a range of factors and criteria which will include, but will not necessarily be limited to, the following:

1. Participation levels within the Commonwealth: The Sports Programme includes sports and events that have a high rate of participation by Commonwealth athletes and nations, measured by:
  - 11 the number of Commonwealth nations affiliated with the international federation for that sport or discipline;
  - 12 the number of Affiliated CGAs active in that sport or discipline;
  - 13 the number of participants (men & women) from Commonwealth nations at the last three World Championships and other major Games including the Olympics;
  - 14 the number of Commonwealth nations hosting international tournaments sanctioned by the relevant International Federation (i.e., over the last 4 years)
2. Excellence: The Commonwealth Games includes sports and events which have high profile Commonwealth athletes capable of excellence, with world-class performances and a supportive relationship with the International Federation, measured by:
  - 21 the number of medallists (men & women) from Commonwealth nations at the last three World Championships & Olympic Games;
  - 22 the number of Commonwealth athletes ranked in the top 20 by the relevant International Federation; and
  - 23 a 'best endeavours' agreement by the International Federation not to hold world championships or other major fixtures within two weeks of the Commonwealth Games.
3. Equity: The Commonwealth Games retains its status as a leader in promoting gender equity. A factor that will be taken into account for future programme decisions is the relevant International Federation's commitment to gender equity.
4. Marketability: The chosen sports/events shall be able to attract live and broadcast audiences, sponsorship and to generate media interest, in particular for World Championships & Olympic Games. This will be measured by:
  - 4.1 major sponsors;
  - 4.2 attendance and ticket sales;
  - 4.3 television coverage across the Commonwealth;

- 44 television rights sales;
- 45 media accreditation requests and written press coverage;
- 46 website hits and visits.
- 5. Expense: The cost to host the sport/events and the cost to Commonwealth nations to participate in the sport/events shall be considered. In particular:
  - 5.1 competition & training venue costs versus use of existing facilities;
  - 5.2 equipment at venues e.g., sport specific, time scoring results and scoreboards;
  - 5.3 technology;
  - 5.4 security of venues and associated assets;
  - 5.5 television production.
- 6. Miscellaneous: Relevant information pertaining to the International Federation including; brief outline of the sport, HQ location, history, participation in other multi sport events, environment policies, development of the sport and anti doping policies and education.

#### **Regulation 7 Medical Commission**

- 1. A Federation Medical Commission ("Medical Commission") shall be set up or established by the Medical Adviser for the duration of the Commonwealth Games.
- 2. The Medical Adviser shall be authorised to appoint on an international basis additional members to the Medical Commission for the duration of the Commonwealth Games.
- 3. No country shall have more than 50% of the total number of members of the Medical Commission. Up to 6 members may be appointed from outside the Host Country and the team doctors representing Affiliated CGAs at the Commonwealth Games.
- 4. The Medical Commission shall perform the functions assigned to it in the *Games Manual - Medical*.

#### **Regulation 8 Advertising in connection with the Competition**

Advertising in connection with the Commonwealth Games and relating to commercial identification on personal competition clothing and personal equipment shall be as approved by the Executive Board in consultation with the OC, and shall be in accordance with the Games Manuals.



## **CODE OF ETHICS AND CONDUCT**

With effect from 15 November  
2023

## **A. PURPOSE, SCOPE AND APPLICATION**

### **1. CGF VISION, MISSION AND CORE VALUES**

- 1.1 The CGF has adopted this Code (under CGF Byelaw 11) in order to further its Vision and Mission, and to support and uphold its Core Values.

### **2. INTERPRETATION**

- 2.1 Conduct prohibited under this Code might also amount to a criminal offence and/or a breach of other applicable laws or rules and regulations, in national jurisdictions and/or under the rules and regulations of International Federations and/or other sports governing bodies and/or other types of regulatory bodies. This Code is intended not to replace such laws and regulations, but to supplement them with further rules of conduct for those involved in the Commonwealth Sports Movement, in order to ensure the highest ethical standards, apply and to maintain public confidence in the image and integrity of the Commonwealth Sports Movement and the Commonwealth Games. It is to be interpreted and applied accordingly.
- 2.2 Capitalised words and phrases appearing in this Code are defined terms, unless specified or the context dictates otherwise. They have the meaning set out in Appendix 1 to this Code.
- 2.3 The commentary notes annotating certain Articles in this Code are to be used in the interpretation and application of this Code. Any documents published by the CGF in relation to this Code (for example, but without limitation, guidance documents in relation to behavioural standards) may also be used as interpretative aids.
- 2.4 The headings used in this Code are for the purpose of guidance only. They do not affect the meaning of this Code.
- 2.5 Unless specified or the context otherwise requires, words in this Code noting any one gender include all other genders, and words denoting the singular include the plural and *viceversa*.

### **3. PERSONS BOUND BY THIS CODE**

- 3.1 This Code applies in its entirety to all Athletes and Athlete Support Personnel, CGAs, CGOCs, CGA Officials, CGF Officials, CGOC Officials, Bid Committee Members and any other persons from time to time involved in the governance, administration and/or participation of a Commonwealth Sport Programme. (each, a **Covered Person**).
- 3.2 For the avoidance of doubt:
- 3.2.1 A Covered Person may be a natural person or a legal person (or other entity).
- 3.2.2 This Code will not apply to officers or employees of the CGF's commercial partners (unless agreed otherwise in writing). However, all such commercial partners are encouraged to put in place similar codes or policies based on similar principles and rules as contained in this Code, to be binding upon all such individuals in their dealings with the CGF.
- 3.3 Subject to this article, Covered Persons will be bound by and required to comply with this Code:
- 3.3.1 CGAs, CGOCs, CGA Officials, CGF Officials, CGOC Officials, Bid Committee Members and any other persons from time to time involved in the governance, administration whenever they are acting in any capacity in connection with a Commonwealth Games Entity or participating in a Commonwealth Sport Programme; and
- 3.3.2 Athletes and Athlete Support Personnel, whenever they are participating in a Commonwealth Sport Programme.
- 3.4 Covered Persons may be required to sign the acknowledgement form set out at Appendix 2 to this Code, but whether or not they have signed such an acknowledgment, by participating in a



Commonwealth Sport Programme, and/or being involved in the governance and administration of the Commonwealth Games, Covered Persons will be bound by this Code.

3.5 Covered Persons will cease to be bound by this Code as of the date that they cease to perform any role and/or to conduct activities that qualify them as a Covered Person, save that they will remain subject to this Code in respect of matters occurring prior to that date. If a Covered Person resigns during (but prior to the completion of) any investigation or proceedings against him under the Code, then without prejudice to the CGF's ability to continue with such investigation and/or proceedings in any event) the Covered Person will not be eligible to take up any position at (or otherwise have any dealings with) any Commonwealth Games Entity until he has submitted himself to and cooperated with the investigation, and any consequent proceedings have been completed.

3.6 All Covered Persons will be deemed to have agreed:

- 3.6.1 to be bound by and to comply with this Code and any related CGF policies (as set out at Article 4.1 below);
- 3.6.2 to familiarise themselves with all of the requirements of this Code, including what conduct constitutes a violation of this Code and to seek clarification from the CGF and/or the CGF Ethics Officer in case of any doubt;
- 3.6.3 to submit to the exclusive jurisdiction of the CGF Ethics Officer, the CGF Ethics Commission, and the CAS in relation to the enforcement of this Code (in accordance with this Code and any other applicable CGF regulations); and
- 3.6.4 not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission to jurisdiction.

3.7 For the avoidance of doubt, this Code will not replace or in any way affect or alter the ability of the CGF and/or CGF Partnerships and/or Commonwealth Sports Foundation and/or any other relevant CGF entity's ability to pursue appropriate disciplinary action against any individual under the terms of any employment or consultancy contract and/or pursuant to any relevant employment policies in force from time to time. Where conduct prohibited under this Code also amounts to a breach of the terms of an employment or consultancy arrangement, the CGF and/or CGF Partnerships and/or Commonwealth Sports Foundation and/or any other relevant CGF entity will be entitled, at its absolute discretion, to elect only to pursue disciplinary action against such individual pursuant to the applicable employment or consultancy contract. There will be no requirement to have first instituted, or to subsequently institute, any action under this Code.

#### **4. OTHER CGF POLICIES RELATING TO CONDUCT**

4.1 In addition to this Code, the CGF may from time to time introduce policies that concern and/or regulate the conduct of Covered Persons (as more fully set out in each document), including (but not limited to) the following:

- 4.1.1 The CGF Anti-Corruption Policy;
- 4.1.2 The CGF Officials' Conduct Policy - Conflicts of Interest, Integrity (Anti-Bribery and Gifts) and Confidentiality;
- 4.1.3 The CGF Elections and Appointments Policy;
- 4.1.4 The CGF Safeguarding Policy; and
- 4.1.6 The CGF Charter of Good Conduct.

(each of the above, and any policies introduced from time to time, being a **CGF Policy**).

4.2 Covered Persons will be bound by and required to comply with CGF Policies (insofar as the CGF Policies are applicable to them) and, unless otherwise expressly stated to the contrary in the relevant CGF Policy, a breach of any of the substantive provisions of a CGF Policy shall be

treated as a breach of this Code.

- 4.3 This Code and the CGF Policies are also complemented by the CGF Whistleblowing Policy.

## **5. CGAs AND CGOCs**

- 5.1 Without prejudice to the personal responsibility of each Covered Person for his own conduct, each CGA and CGOC is responsible for its own conduct and the conduct of its connected Covered Persons. For the avoidance of doubt, CGAs and CGOCs will themselves be deemed Covered Persons for those purposes (and may therefore be subject to investigation and proceedings under this Code).
- 5.2 Each CGA and CGOC is encouraged to adopt its own code(s) of conduct to govern the behaviour of those involved in their governance and administration (and, in the case of CGAs, Athletes and Athlete Support Personnel).
- 5.3 Where the same conduct could be pursued as a breach of this Code or a breach of a code adopted by a CGA or a CGOC, the CGF Ethics Officer, in his sole discretion, will determine whether the matter should be pursued by the relevant CGA or CGOC (for example, because it relates to a purely internal matter), or by the CGF Ethics Officer under this Code (which may be done in addition to, or as an alternative to, any action taken by a CGA or CGOC).
- 5.4 Each CGA and CGOC must (without the need for any further formality) recognise, respect and give effect to all decisions made in applying and enforcing this Code.

## **B. GENERAL CONDUCT**

### **6. BEHAVIOURAL STANDARDS**

- 6.1 Covered Persons must endorse the Vision, Mission and Core Values of the CGF (as may be specified by the CGF from time to time) and direct their efforts for the benefit of the entire Commonwealth Sports Movement.
- 6.2 Covered Persons must adhere to all applicable CGF Policies.
- 6.3 Covered Persons must safeguard the interests of Athletes including their physical and mental health and equilibrium, and their opportunity to participate in fair competition and excel in sport.
- 6.4 Covered Persons must not engage in the abuse or harassment of any other person (whether physical, verbal, mental, sexual or otherwise).
- 6.5 Covered Persons must not do anything that might improperly discriminate against anyone on the basis of ethnic origin, colour, race, nationality, culture, religion or belief (or lack thereof), political opinion (or lack thereof), gender, gender reassignment, sexual orientation or disability, or any other improper ground.
- 6.6 In addition to complying with all applicable laws and CGF Regulations, each Covered Person must conduct himself honestly, fairly, impartially and in accordance with the highest standards of integrity. He must avoid any conduct that is inconsistent with or that undermines in any way the objectives of this Code.
- 6.7 Covered Persons must avoid acts or omissions that give the appearance of impropriety, or that denigrate or detract from any Commonwealth Games Entity and/or the Commonwealth Games and/or CGF Officials, or that bring (or have the potential to bring) any Commonwealth Games Entity and/or the Commonwealth Games and/or CGF Officials and/or sport generally into disrepute.
- 6.8 A Covered Person must not use the Commonwealth Games to promote any political or religious agenda or personal financial interests.

- 6.9 A Covered Person must not abuse his position in any way, especially for private aims or objectives.

**Note:** *It is not possible to draw up a definitive and exhaustive list of the types of conduct that may amount to a breach of the above-listed duties, and each case will necessarily depend upon its own facts.*

- 6.10 Covered Persons must not be involved with entities or persons whose activities or reputations are inconsistent with the principles set out in this Code. In order for this provision to apply, it is necessary that the Covered Person has previously been advised in writing by the CGF Ethics Officer (which may be by way of general notice to Covered Persons, or any category of Covered Persons) that he should no longer associate with such entity/person (or category of entity/person), and of the consequences that may apply if he continues such association.

## **7. DUTY TO REPORT AND COOPERATE**

- 7.1 Each Covered Person must report without delay to the CGF Ethics Officer (whether directly or indirectly pursuant to the CGF Whistleblowing Policy) all knowledge concerning:

- 7.1.1 any approach or invitation received by him to engage in conduct that may amount to a breach of this Code; and
- 7.1.2 any incident, fact or matter that comes to his attention that might evidence a potential breach of this Code by another person.

- 7.2 Each Covered Person must cooperate fully with all investigations carried out by the CGF Ethics Officer in relation to possible breaches of this Code (including, without limitation, by providing any information and/or documentation requested by the CGF Ethics Officer (or his appointee(s) as part of that investigation).

## **8. DEFENCE**

- 8.1 It will be a valid defence to a charge of a breach of any provision of this Code if the Covered Person adduces sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances (and for which purpose the right to invoke the privilege against self-incrimination is deemed to have been waived by each Covered Person and will not be a sufficient reason to objectively justify his/her conduct).

**Note:** *It is intended that genuine and powerful reasons are to be interpreted as those that are truly exceptional. It is acknowledged that the assessment of 'genuine and powerful' will depend on the specific circumstances of a case (balanced alongside the seriousness of the alleged breach), but it is envisaged that it will include only cases where there is genuine, objective reason to consider that the Covered Person's and/or another person's health or well-being was otherwise at risk.*

- 8.2 Under no circumstances will it be a valid defence to a charge of breach of this Code for a Covered Person to claim that he made a mistake as to the provisions of this Code or claim ignorance of such provisions.

## **9. ATTEMPT OR AGREEMENT TO BREACH, OR OTHER INVOLVEMENT IN BREACH**

- 9.1 Where a Covered Person:

- 9.1.1 attempts or agrees with any other person to engage in conduct (whether by act or omission) that would culminate in a violation of this Code (unless the Covered Person renounces his attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement);
- 9.1.2 solicits, induces, instructs, persuades or encourages any person to engage in conduct (whether by act or omission) that would amount to a breach of this Code if committed by the Covered Person himself; and/or

- 9.1.3 authorises, causes, or knowingly assists, encourages, aids and abets, covers up, or is otherwise complicit in, any act or omission by any person that would amount to a breach of this Code if committed by the Covered himself;

the Covered Person will be treated as if he committed such act or omission, whether or not such an act or omission in fact resulted in a violation and whether or not the violation was committed deliberately, recklessly or negligently, and he will be liable accordingly under this Code.

## **C. PROCEDURE**

### **10. APPOINTMENT OF CGF ETHICS OFFICER**

- 10.1 The Executive Board will appoint a person with appropriate skills, experience and standing to act as the CGF Ethics Officer under this Code.
- 10.2 The responsibilities of the CGF Ethics Officer in relation to this Code include (without limitation):
- 10.2.1 to provide assistance on conduct matters and good governance to the CGF;
  - 10.2.2 to educate Covered Persons on the proper interpretation and application of this Code and related policies and procedures (and more generally to raise awareness in respect of conduct matters);
  - 10.2.3 to monitor the development of conduct issues and recommend updates to this Code and related policies and procedures;
  - 10.2.4 to lead investigations into suspected breaches of this Code and, where appropriate, to initiate proceedings where he believes that a Covered Person has a case to answer for breach of this Code; and
  - 10.2.5 to carry out such other responsibilities as may be allocated to him by the CGF from time to time.
- 10.3 In the event that the CGF Ethics Officer is alleged or suspected to have breached any provision of this Code, or where there is a potential conflict of interest, if the Ethics Officer were to investigate, the CGF will appoint another individual with the appropriate skills, experience and standing to act as CGF Ethics Officer for the purposes of any necessary investigation and proceedings.

### **11. INVESTIGATIONS**

- 11.1 Any allegation or suspicion of a breach of this Code by a Covered Person, whether reported pursuant to Article 7 or otherwise, will be referred to the CGF Ethics Officer for consideration and possible investigation.
- 11.2 In relation to any investigation commenced under this Code, the CGF Ethics Officer may:
- 11.2.1 investigate the matter himself; and/or

- 11.2.2 appoint another person or others, including an independent expert (or experts), to assist in relation to his investigation.
- 11.3 The CGF Ethics Officer (or his appointee) may require a Covered Person (and request other parties) to:
  - 11.3.1 attend to answer and provide information and/or answer questions by way of interview;
  - 11.3.2 produce documents, information or other material in whatever form held, including by providing any relevant passwords and/or otherwise facilitating access to computer records, telephone records, mobile devices, social media accounts etc. (which access may be required immediately in order to preserve the integrity of any documents, information or other material); and
  - 11.3.3 cooperate in any other manner that might be necessary or desirable for the purposes of the investigation.
- 11.4 Investigations under this Code may be conducted in conjunction with, and/or information obtained as a result of such investigations may be shared with other relevant authorities (including sports governing bodies, criminal, administrative, professional and/or judicial authorities).

## 12. PROVISIONAL SUSPENSION

- 12.1 At any time, where the CGF Ethics Officer considers that the integrity of any Commonwealth Games Entity and/or the Commonwealth Games and/or a Commonwealth Sport Programme and/or CGF Officials and/or sport generally might be seriously undermined by a Covered Person continuing to undertake activities as a Covered Person, he may provisionally suspend the Covered Person (from carrying out some or all activities of a Covered Person) pending the CGF Ethics Commission's determination of whether he has committed any breach of this Code. Any decision to provisionally suspend a Covered Person will be communicated to the Covered Person in writing, with a copy sent at the same time to the CGA to which the Covered Person is affiliated (if any).
- 12.2 In all cases, the Covered Person shall, in accordance with the CGF Ethics Commission Procedural Rules, be given an opportunity to contest such provisional suspension in a hearing taking place before the Chair of the CGF Ethics Commission (sitting alone) on a timely basis after its imposition. At any such hearing, it will be the burden of the CGF Ethics Officer to establish that in such circumstances, the integrity of any Commonwealth Games Entity and/or the Commonwealth Games and/or CGF Officials and/or sport generally could be seriously undermined if the Covered Person does not remain provisionally suspended pending determination of the charge(s) or such other date (as may be applicable).

## 13. NOTICE OF CHARGE

- 13.1 If, at the conclusion of an investigation commenced under this Code, the CGF Ethics Officer concludes that the Covered Person under investigation has breached any provision(s) of this Code the CGF Ethics Officer will send a written notice of charge ("**Notice of Charge**") to that Covered Person:
  - 13.1.1 confirming that a charge(s) is (are) being issued against the Covered Person under this Code and that the matter is being referred to the CGF Ethics Commission;
  - 13.1.2 detailing the facts and evidence on which the charge(s) is (are) based;
  - 13.1.3 setting out the sanction(s) that the CGF Ethics Officer considers appropriate in the event that the charge(s) is (are) admitted or upheld (alternatively the CGF Ethics Officer may state that submission on such sanction(s) should be made at a later stage in the proceedings); and

- 13.1.4 requiring the Covered Person's written response to the charge(s) within 14 (fourteen) days.

13.2 A Covered Person may respond to a Notice of Charge in one of the following ways:

- 13.2.1 to admit the charge(s), and (if relevant) accede to the sanction(s) specified in the Notice of Charge;
- 13.2.2 to admit the charge(s), but (if relevant) indicate an intention to dispute and/or seek to mitigate the sanction(s) specified in the Notice of Charge by way of hearing before the CGF Ethics Commission; or
- 13.2.3 to deny the charge(s) and to have the charge(s) and (if the charge(s) is (are) upheld) any appropriate sanction(s) determined at a hearing before the CGF Ethics Commission.

#### **14. PROCEEDINGS BEFORE THE CGF ETHICS COMMISSION**

- 14.1 Where an alleged breach of this Code by a Covered Person is referred to the CGF Ethics Commission, the matter will be heard in accordance with the CGF Ethics Commission Appointment and Procedural Rules.
- 14.2 Unless stated otherwise in any relevant CGF Policy, charges brought under this Code (and/or any related CGF policy) are to be proved by the CGF Ethics Officer on the balance of probabilities.

#### **15. SANCTIONS**

- 15.1 Any one or more of the following sanctions may be imposed by the CGF Ethics Commission for a proven breach of this Code:
  - 15.1.1 a warning as to future conduct (i.e. a reminder of the substance of the provision of the Code that has been infringed, together with a threat of sanction in the event of further infringement);
  - 15.1.2 a reprimand (i.e. an official written pronouncement of disapproval);
  - 15.1.3 a fine (of an unlimited amount) and/or an order of reimbursement or restitution or compensation;
  - 15.1.4 forfeiture of any individual awards or benefits (whether financial or otherwise) that were received as a consequence of the conduct that gave rise to the breach or is related thereto;
  - 15.1.5 removal from office;
  - 15.1.6 suspension from carrying out some or all activities of a Covered Person for a specified period; and
  - 15.1.7 such other sanction(s) as may be considered appropriate.
- 15.2 The sanction(s) to be imposed in a particular case will be determined by reference to all of the relevant circumstances of that case, including an assessment of the seriousness of the breach, and any mitigating or aggravating factors that may be present. For the avoidance of doubt, a sanction may be imposed on a suspended basis.

## **D. MISCELLANEOUS**

### **16. SEVERABILITY**

- 16.1 If any part of this Code is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of the Code will remain in full force and effect.

### **17. MATTERS NOT OTHERWISE PROVIDED FOR**

- 17.1 If any matter arises that relates in any way to this Code for which there is no provision in this Code, the CGF Documents or any other CGF Regulations then the CGF, CGF Ethics Officer, CGF Ethics Commission or any other relevant decision-maker may take such action as he/it considers appropriate in the circumstances in a manner consistent with the objectives underlying this Code and in accordance with general principles of natural justice and fairness.

### **18. EFFECT OF DEFECTIVE PROCEDURE**

- 18.1 Any deviation from any provision of this Code and/or any irregularity, omission, technicality or other defect in the procedures followed hereunder will not invalidate any finding, procedure or decision unless it is shown to render the proceedings unreliable or to have caused a miscarriage of justice.

### **19. APPLICABLE LAW**

- 19.1 This Code is governed by and is to be construed in accordance with English law. Disputes relating to this Code shall be subject to the exclusive jurisdiction of the CAS.

### **20. LIMITATION OF LIABILITY**

- 20.1 None of the CGF (including any CGF Officials), CGF Ethics Officer, members of the CGF Ethics Commission or any other relevant decision-maker under this Code will be liable to any person howsoever for any act or omission in connection with any investigation or proceeding or other matter arising under or in relation to this Code save where the act or omission is shown by that person to constitute conscious and deliberate wrongdoing by the individual or entity alleged to be liable.

### **21. USE OF PERSONAL DATA AND INFORMATION**

- 21.1 Each Covered Person is be deemed to acknowledge that his personal data is processed in accordance with CGF's privacy notice as found on CGF's website.

### **22. EFFECTIVE DATE AND SUBSEQUENT AMENDMENT**

- 22.1 This Code will come into full force and effect on 15 November 2023. This Code may be amended from time to time by Ordinary Resolution at the General Assembly.

## **APPENDIX 1: Definitions**

**Articles of Association.** The CGF's Articles of Association, as amended from time to time.

**Athlete.** Any natural person who has been selected by a CGA to compete in the Commonwealth Games, or who otherwise participates in a Commonwealth Sport Programme.

**Athlete Support Personnel.** Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other natural person working with, treating or assisting an Athlete participating in the Commonwealth Games and/or a Commonwealth Sport Programme.

**Bid Committee Member.** Any person acting in an official capacity on behalf of a city/CGA as part of a Commonwealth Games candidature.

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

**CEO.** The Chief Executive Officer of the CGF.

**CGA.** Affiliated CGAs, as defined in the CGF's Articles of Association.

**CGA Official.** Each person serving as a director or officer of a CGA.

**CGF.** Commonwealth Games Federation.

**CGF Documents.** The CGF's Articles of Association, the Byelaws, this Code and related policies, and the Games Manuals of the CGF.

**CGF Ethics Officer.** The person appointed by the CGF to fulfil the responsibilities set out at Article 10.2.

**CGF Ethics Commission.** The Ethics Commission established under the CGF Documents.

**CGF Official.** Each of the following persons is a CGF Official:

- each person serving as a director or officer of the CGF and/or CGF Partnerships and/or Commonwealth Sports Foundation and/or any other CGF entity that may be established from time to time, including (without limitation) the President, the CEO, Executive Board members, and any candidates for election to the Executive Board;
- each person serving as a member of a committee, working party, panel, advisory board or working party of the CGF, and each person appointed to represent the CGF on any committee or working party or in any similar role, and any candidates for election to such positions;
- each person employed (whether full-time, part-time, permanently, for a fixed-term or temporarily) or engaged as an agent, consultant or contractor for, or otherwise functioning as a member of the staff of, the CGF, CGF Partnerships and/or Commonwealth Sports Foundation and/or any other CGF entity that may be established from time to time (this category of person is intended to be construed broadly and will encompass (without limitation) heads of departments, managers, and other employees, as well as individuals who are contracted from time to time in any way with the CGF, CGF Partnerships, Commonwealth Sports Foundation, or any other CGF entity that may be established from time to time);
- each person appointed, selected or accredited by the CGF to work/volunteer at the Commonwealth Games and/or attending the Commonwealth Games on behalf of the CGF, including (without limitation) any umpires, referees, judges, timekeepers, scorers or other officials appointed by (or on behalf of) the CGF, and any other person who receives accreditation to the Commonwealth Games as a representative of the CGF; and
- any other person who has agreed to be bound by this Code as a CGF Official.



**CGF Partnerships.** CGF Partnerships Ltd (UK company number 10380178).

**CGF Policy.** As defined in Article 4.1.

**CGF Regulations.** Any regulations made by or on behalf of the CGF in accordance with the CGF Documents, including all amendments thereto and re-enactments thereof.

**CGOC.** A Commonwealth Games Organising Committee, the organising committee for any Commonwealth Games.

**CGOC Official.** Each person serving as a director or officer of a CGOC.

**Code.** This Code of Ethics and Conduct, as amended from time to time.

**Commonwealth Games.** The Commonwealth Games, the Commonwealth Youth Games, and any other sports events organised and/or administered by the CGF.

**Commonwealth Games Entity.** The CGF, CGF Partnerships, Commonwealth Sports Foundation, any CGA, any CGOC, and any other CGF-related entity that from time to time is connected with the governance and administration of the Commonwealth Games

**Commonwealth Sports Foundation.** Commonwealth Sports Foundation (UK company number 10363544).

**Commonwealth Sports Movement.** The sports movement that the CGF seeks to deliver as set out in its Mission.

**Commonwealth Sport Programme.** Includes the Commonwealth Games, the Commonwealth Youth Games, GAPS Camps, eqUIP and any other programmes or activities organised and/or administered by the CGF.

**Covered Persons.** As defined in Article 3.1.

**Executive Board.** The Executive Board of the CGF constituted in accordance with Article 7 of the CGF's Articles of Association.

**President.** The president of the CGF.

## APPENDIX 2: Consent form

DATE: \_\_\_\_\_

A copy of the Commonwealth Games Federation ('CGF') Code of Conduct and Ethics ('Code'), as approved by the CGF Executive Board, is enclosed.

As set out in the Code it is necessary to ensure the highest standards of conduct in order to maintain public confidence in the image and integrity of the Commonwealth Sports Movement, ~~and~~ the Commonwealth Games (including the Commonwealth Youth Games), and all Commonwealth Sport Programmes. In furtherance of these objectives, please sign the notice below to acknowledge your receipt of the Code and your agreement to be bound by and to comply with its terms. Involvement in the governance and administration of the Commonwealth Games and/or participation in a Commonwealth Sport Programme will be deemed to signify such acceptance and agreement (irrespective of whether or not you have executed and returned this consent form).

Please return a signed copy to the CGF Ethics Officer by email to [ethics@thecgf.com](mailto:ethics@thecgf.com).

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I \_\_\_\_\_ (*print name*), \_\_\_\_\_ (*position*)

acknowledge receipt of a copy of the Code and hereby agree to be bound by and to comply with its terms, to familiarise myself with all of the requirements of the Code, to submit to the exclusive jurisdiction of the CGF Ethics Officer, the CGF Ethics Commission and the Court of Arbitration for Sport in relation to its enforcement, and not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_