



SCOTTISH DISABILITY SPORT (SDS)

ARTICLES OF ASSOCIATION

A Company Limited by Guarantee

Adopted on 27 September 2020

Company Number: SC246327
Charity Number SC009609

1 EXCLUSION OF MODEL ARTICLES

The Regulations contained in Companies (Model Articles) Regulations 2008 shall not apply to the Company.

2 INTERPRETATION

2.1 In these Articles, unless the context requires otherwise: "**Act**" means the Companies Act 2006;

"**Articles**" means these articles of association;

"**Appeal Committee**" means a committee established by the Board consisting of the Chair and two other directors;

"**Associate Members**" means any type of organisation awarded the status of associate member by the Board following receipt of the relevant application;

"**Bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;

"**Board**" means the board of Directors of the Company by which the business and affairs of the business are managed;

"**Branch**" means a branch organisation awarded the status of such by the Company and being a member by the Board following receipt of the relevant application;

"**CEO**" means the Chief Executive Officer of the Company, and includes any person occupying the position of CEO, by whatever name called;

"**Chair**" means the chair of the Company as elected by Branch members at an annual general meeting of the Company;

"**chair of the meeting**" is defined in Article 39;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

"**Company**" means Scottish Disability Sport;

"**Director**" means a Director of the Company, and includes any person occupying the position of Director, by whatever name called;

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;

"**Electronic Form**" has the meaning given in section 1168 of the Act;

"**Eligible-Director**" means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of a particular matter);

"**Finance Director**" means the Financial Director of the Company as elected by Branches at the Company's annual general meeting;

"Member" has the meaning given in section 112 of the Act;

"ordinary resolution" has the meaning given in section 282 of the Act;

"participate", in relation to a Directors' meeting, has the meaning given in Article 13;

"Secretary" means the CEO or such other person as may be appointed to this position from time to time;

"special resolution" has the meaning given in section 283 of the Act;

"Sport Resolutions (UK)" means Sports Dispute Resolution Panel Limited, a company incorporated and registered in England and Wales with company number 3351039 whose registered office is at 1 Salisbury Square, London EC4Y 8AE;

"sportscotland" means the organisation established by Royal Charter and tasked with supporting the development of sport across Scotland, or any subsequent organisation tasked with undertaking this role;

"Subscription Year" means the period of time between the Company's annual general meetings unless determined otherwise by the Board;

"subsidiary" is defined in section 1159 of the Act;

"Vice Chair" means the Vice Chair of the Company as elected by the Board from time to time; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2.2 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Company.

(a) words importing the singular number only shall include the plural number, and vice versa; and

(b) words importing persons shall include bodies corporate, unincorporated associations and partnerships.

2.3 Words and expressions defined elsewhere in these Articles shall bear the meanings thereby ascribed to them.

2.4 Headings used in these Articles shall not affect their construction or interpretation.

2.5 References to any statute or section of any instrument shall include reference to any statutory amendment, extension, modification or re-enactment thereof for the time being in force standing including, for the avoidance of doubt, any modificatory or replacement provision under the Companies Act 2006.

3 LIABILITY OF MEMBERS

The liability of each Member is limited to £1, being the amount that each member

undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one year after he ceases to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

4 OBJECTS

4.1 The objects of the Company are specifically restricted to the following:

- 4.1.1 The object of the Company is (having regard to the basic principles of the Council of Europe Code of Ethics, i.e. that the ethical considerations leading to fair play are integral and not optional elements of all sports activity, sports policy and management and apply to all levels of ability and commitment including recreational as well as competitive sport) to advance the education of and promote the welfare of people with a physical, sensory or learning disability by promoting the provisions of facilities to enable people with a disability to participate in sport and other physical recreation, in the interest of social welfare, so that their conditions of life may be improved in a manner which is now or hereafter may be deemed by law to be charitable.
- 4.1.2 To act as the recognised governing body for the sport of Boccia within Scotland.
- 4.1.3 For the purposes of furthering the attainment of all or any of the above-mentioned objects the Company shall have and may exercise all or any of the following powers:
 - (a) to co-ordinate, develop and promote sport and physical recreation for people with a disability in Scotland;
 - (b) to strengthen and extend the network of branches and area development groups throughout Scotland;
 - (c) to raise the profile of sport for people with a disability in Scotland and beyond;
 - (d) to encourage the study of all aspects of sport for people with a disability by research, conferences, training courses and the like and the education of all sectors of the disabled;
 - (e) to promote direct services for and with people with a disability participating in or wishing to participate in sport nationally and/or locally in consultation with appropriate organisations;
 - (f) to focus attention by means of the media, lectures, exhibitions and otherwise on the needs of people with a disability participating in or wishing to participate in sport and assistance available to or from them and to promote their best interests in any manner which is by law deemed charitable;

- (g) to engage, train, retrain or employ such persons as it may be expedient in connection with the objects of the Company and to pay reasonable and proper fees for their services and to employ skilled professional or technical advisers or workers for the carrying out of the foregoing objects and to remunerate them by salary or otherwise as may be expedient;
- (h) to purchase, take on lease or exchange, hire or otherwise acquire any heritable or moveable property and any rights or privileges which the Company may think necessary for promotion of its objects and to construct, repair, renovate, decorate, maintain and/or alter any building or erection necessary for use in connection with the Company's work;
- (i) to found and maintain and endow scholarships and the like for the instruction of persons being trained or employed by the Company;
- (j) to publish and make available, in any form or media and any combination of forms and media, information, data, statistics, educational materials, journals, magazines, newsletters and other communications relating to the objects and the activities of the Company;
- (k) to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall only undertake such trading activities in raising funds for the above mentioned charitable purposes as may be lawful;
- (l) to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects;
- (m) to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be conducive to any of the objects of the Company;
- (n) to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit, and for the purpose or promoting the primary objects of the Company to co-operate with other organisations;
- (o) to use all forms of communication, including electronic communications, for communicating with the members of the Company and its beneficiary group, funders, supporters, the press and others;
- (p) to dispense with monies in accordance with the objects of the Company and invest the monies of the Company not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may from time to time being be imposed or required by law and subject also as hereinafter provided;
- (q) to arrange any lawful insurances and fund the costs of those;
- (r) to subscribe for either absolutely or conditionally or otherwise acquire and

hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;

- (s) to invest the moneys of the Company not immediately required for the furtherance of its charitable purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (t) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its charitable purposes;
- (u) to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the principal objects of the Company; and
- (v) to do all such other things as are incidental or conducive to the attainment of the principal objects of the Company or of any of them.

Provided that:

- i. In case the Company shall take or hold property which may be subject to any trust, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trust.
- ii. The objects of the Company shall not extend to the regulation of relations between employers and workers or organisations of employees and organisations of workers and the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its members any regulation, restriction or condition which if an object of the Company, would make it a Trade Union.
- iii. In case the Company shall take or hold any property subject to the jurisdiction of any competent charitable authority the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Board of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been as such the Board if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Court of Session or any Court of competent jurisdiction or other authority having jurisdiction in the matter but the Board shall as regards any such property be subject jointly and severally to such control or authority as if the Company were not incorporated.

4.1.4 The income and property of the Company, whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise, howsoever, by way of profit to the members of

the Company and no member of its Board shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or moneys' worth from the Company.

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

- (a) To any Member of the Company or any member of its Board of remuneration and expenses in connection with services provided by that person to the Company as specialist tutors on courses provided by the Company or in which the Company is involved where those courses further the charitable objects of the Company. Any remuneration for any member of the Board pursuant to this sub-clause a) must comply with all of these conditions:
 - 1. The maximum amount of the remuneration must be set out in an agreement between the relevant service provider and the Company; and
 - 2. That amount must be reasonable; and
 - 3. Before entering the agreement the Board was satisfied that it would be in the Company's interests for those services to be provided by that service provider for that maximum sum.
- (b) Of reasonable and proper remuneration to any Member, officer or servant of the Company (not being a member of its Board or a Director) for any other services rendered to the Company.
- (c) To any member of its Board or Director of out of pocket expenses.
- (d) Of reasonable and proper rent for premises let by any Member of the Company or of its Board.
- (e) Of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board may be a member holding not more than one hundredth part of the capital of the Company.

4.1.5 The Company shall comply with its obligations from time to time under company law and charity law with regard to:

- i. The keeping of accounting records;
- ii. The making of returns to the Office of the Scottish Charity Regulator and Registrar of Companies;
- iii. The preparation and audit or examination (if required by law) of annual accounts and the preparation of a trustees' annual report and the filing of such documents with the Office of the Scottish Charity Regulator and the Registrar of Companies.

4.1.6 The registered office of the Company will be situated in Scotland.

4.1.7 All of the Company's income must be used in the promotion of its objects.

5 RETURN OF CAPITAL

None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of Company.

6 DIRECTORS' GENERAL AUTHORITY

- 6.1 Subject to the Articles the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 6.2 The Directors shall be accountable to the Members for their management of the Company at its annual general meeting.

7 MEMBERS' RESERVE POWER

- 7.1 The Members may, by special resolution, direct the Directors to take or refrain from taking, specified action.
- 7.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

8 DIRECTORS MAY DELEGATE

- 8.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles to:

- (a) the CEO;
- (b) the Secretary;
- (c) such person or committee;

by such means (including by power of attorney), to such an extent, in relation to such matters and on such terms and conditions as they think fit.

- 8.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 8.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

9 COMMITTEES

- 9.1 Committees to which the Board delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.
- 9.2 The Board may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.
- 9.3 The Board can terminate or amend the role and function of any committee at any time.

10 COLLECTIVE DECISION MAKING

- 10.1 The general rule about decision-making by the Board is that any decision of the Board must be either by a majority decision at a meeting or a decision taking in accordance with Article 11.
- 10.2 If the Company only has one Director the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.
- 10.3 The Board by majority may decide that a decision needs to be made unanimously in accordance with the provisions contained within Article 11.

11 UNANIMOUS DECISIONS

- 11.1 A decision of the Board taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 11.2 Such a decision may take the form of a resolution in writing, where each Director has one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing.
- 11.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

12 BOARD MEETINGS

- 12.1 The Directors must meet as a Board at least 4 times in each calendar year.
- 12.2 In addition, any three Directors may call a Board meeting by giving ten days' notice of the meeting to the remaining Directors or by authorising the Secretary to give such notice. Under exceptional circumstances the Chair has the right to call an emergency Board Meeting with a minimum of thirty minutes' notice to the Directors or by authorising the Secretary to give such notice.
- 12.3 Notice of any Board meeting must indicate:
- (a) its purpose;
 - (b) its proposed date and time;
 - (c) where it is to take place; and
 - (d) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.4 Notice of a Board meeting must be given in writing to each Director.

13 PARTICIPATION IN BOARD MEETINGS

- 13.1 Subject to these Articles, Directors participate in a Board meeting, or part of a Board meeting, when:

- (a) the Board meeting has been called and takes place in accordance with these Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the Board meeting.
- (c) In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.
- (d) If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of the participating Directors are located.

14 QUORUM FOR A BOARD MEETING

- 14.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting, which must be held within one calendar month.
- 14.2 Subject to Article 14.3 the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than 3 Directors.
- 14.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
 - (a) to appoint further Directors; or
 - (b) to call a general meeting so as to enable the Branches to appoint further Directors.

15 MEETINGS

- 15.1 Board meetings will be chaired by the Chair.
- 15.2 Should the Chair not participate in a Directors' meeting within ten minutes of the time at which it was to start the meeting will be chaired by the Vice Chair.
- 15.3 Should the Chair and Vice Chair not participate in a Directors' meeting within ten minutes of the time at which it was to start the participating Directors must appoint one of themselves to chair it.

16 CASTING VOTE

If the number of votes for and against a proposal is equal, the Chair of the meeting has a casting vote.

17 CONFLICTS OF INTEREST

- 17.1 Subject to Articles 17.2 and 17.3 if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 17.2 But if Article 17.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.

17.3 This Article applies when:

- (a) the Company by ordinary resolution disapplies the provisions of these Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
- (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the Director's conflict of interest arises from a permitted cause.

17.4 For the purposes of these Articles, the following are permitted causes:

- (a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company; and
- (b) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company which do not provide special benefits for Directors of former Directors or former Directors.

17.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Board meeting or part of a Directors' meeting.

17.6 Subject to Article 17.7, if a question arises at a Board meeting of Directors or of a committee involving Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair of the meeting whose ruling in relation to any Director other than the Chair is to be final and conclusive.

17.7 If any question as to the right to participate in any meeting (or part of a meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors attending that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

18 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

19 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

20 BOARD MEMBERSHIP

20.1 The Board shall consist of a minimum of 6 and a maximum of 10 Directors but it will always comprise:

- (a) a Chair;
- (b) a Vice Chair;

- (c) a Finance Director and;
 - (d) such other Directors as may be deemed appropriate from time to time.
- 20.2 As well as the Secretary, or their substitute, attending every Board meeting in the capacity of the Secretary the Board reserves the right, from time to time, to invite external experts to attend Board meetings to provide technical assistance on specific matters.
- 20.3 A representative from sportscotland shall be invited to attend Board meetings but is not permitted to vote or propose any form of resolution.
- 20.4 The CEO is eligible to attend and speak at Board meetings but is not permitted to vote or propose any form of resolution.

21 NOMINATIONS TO THE BOARD

- 21.1 Nominations for the roles of Chair, Vice Chair, Finance Director and Directors must be made by Branches. Nominations must be lodged with the Secretary not later than twenty eight days prior to the relevant annual general meeting in the manner and form as determined, from time to time, by the Board.
- 21.2 Each nomination must be with the nominee's agreement and shall be, in writing, and signed by an authorised signatory of the Branch.
- 21.3 If there are more nominations than there are Board vacancies a vote will be held at the relevant meeting in accordance with Article 41.
- 21.4 If there are insufficient nominations or if a Director or Directors resigns during their term in office, the Board can appoint a suitable candidate or candidates to fill any vacancy on the Board until the next annual general meeting at which point the appointed Director or Directors must stand down.
- 21.5 In addition to Directors nominated and voted for by Branches the Board can, at its sole discretion, appoint such further Directors at any time as it sees fit provided:
- (a) that the person or persons selected are willing to act as a Director and are permitted to do so by law;
 - (b) there is a business rationale for the appointment of each Director including, but not limited to, specialist knowledge or skill which would enhance the Company; and
 - (c) the total number of Board appointed Directors is always less than the number appointed pursuant to Article 20.

22 TENURE ON THE BOARD

- 22.1 All Directors shall hold office for 2 terms of 3 years or until the close of the sixth annual general meeting following their appointment, whichever is the sooner.
- 22.2 All Directors wishing to continue to be a member of the Board must stand for re-election after 3 years or at the sixth annual general meeting following their appointment, whichever is the sooner. All Directors, excluding the Chair, can serve a total of two consecutive terms or six consecutive years, whichever is sooner. Following such service an individual cannot serve as a Director for at least a twelve month period, but during such time such individual is still permitted to serve as a member on

any of the Company's working groups.

23 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- (a) he fails to be re-elected to the Board at the annual general meeting;
- (b) a special resolution is passed at a general meeting for their removal;
- (c) by virtue of any provision of the Companies Acts he is prohibited from being a Director by law;
- (d) a Bankruptcy order is made against that person;
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (f) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (g) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (h) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (i) he has not attended three consecutive Directors meetings, without permissible reason;
- (j) the Board decides by majority that the acts or general behaviour of the Director have or will bring the Company into disrepute;
- (k) the Board is restructured; or
- (l) he dies.

24 DIRECTORS' REMUNERATION

Notwithstanding Article 4.1.4 no Director shall be paid a salary or receive any remuneration from the Company in relation to performing their role of Director.

25 DIRECTORS' EXPENSES

The Company may pay any reasonable receipted expenses which Directors properly incur in connection with their attendance at:

- (a) Board meetings;
- (b) committee meetings; or

(c) general meetings,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

26 MEMBERSHIP OF THE COMPANY

The Company must have at least one Branch eligible to vote but there shall be no maximum number of Branches or Associate Members.

27 APPLICATIONS FOR MEMBERSHIP

27.1 No organisation can become a Member of the Company unless:

(a) that organisation has completed an application form in the form approved by the Board and that application is thereafter approved by the Board;

(b) the application for membership is accompanied with the relevant subscription fee.

27.2 The Board has absolute discretion as to the admission of any organisation as a Member. The Board shall not be obliged to give any reason for refusing to admit any organisation.

27.3 All Members of the Company are required to re-apply for membership on an annual basis. All Memberships expire at the conclusion of each Subscription Year.

28 TYPES OF MEMBERSHIPS

The Company shall have two types of Member:

(a) Branch; and

(b) Associate.

29 MEMBERSHIP RIGHTS AND RESPONSIBILITIES

29.1 Branches have the right to propose resolutions and to attend, speak, and vote at all general meetings of the Company. Branches can also requisition a general meeting in accordance with Article 34.

29.2 Associate Members have no voting rights but have the right to attend and speak at all general meetings of the Company.

29.3 All Members must abide by, and adhere to, all Company policies, procedures and Board decisions. Should any Member, in the opinion of the Board, not abide by, or adhere to, any policy, procedure or Board decision or instruction then the Board may terminate its membership in accordance with Article 31.3.

29.4 The rights and privileges of any Member are personal, not transferable, and end when that Member ceases to be a Branch or Associate Member.

30 SUBSCRIPTION FEES

30.1 Each Branch and Associate Member will pay the Company an annual subscription fee.

The subscription fee is payable on or before the first day of each Subscription Year.

- 30.2 Organisations becoming Branch and Associate Members during the Subscription Year will pay, within thirty days of becoming a Member, the full annual fee regardless of when during the year they apply for membership.
- 30.3 Annual subscription fees shall be due by any Branch or Associate Member who has not served a written resignation on the Secretary by the anniversary of the Subscription Year.
- 30.4 The annual subscription fee level will be set at the Company's annual general meeting.

31 TERMINATION OF MEMBERSHIP

- 31.1 The Company can terminate the membership of any Branch or Associate Member if their subscription fee is overdue for at least twenty eight days after the reminder notice has been sent. The reminder notice must inform the Member that the membership may be terminated if their subscription fee is not paid within the required twenty eight day period.
- 31.2 A member may withdraw from membership of the Company by giving twenty eight days' notice to the Secretary in writing.
- 31.3 Any membership can be terminated by the Company, with immediate effect, if the Board believes the Member has done, or omitted to do, any act or thing, which has resulted in a prejudicial outcome to the Company including, for the avoidance of doubt, any Member not adhering to, or abiding by, any Company policy, procedure or Board decision. The termination notice must be issued to the Member in writing and clearly state the reason, or reasons, why their membership has been terminated.
- 31.4 Members who have been issued a termination notice have seven days to appeal the notice. If an appeal notice is submitted it will be considered by the Appeal Committee. The Appeal Committee must meet within twenty one days of the Company receiving an appeal notice to consider the appeal or the termination notice will lapse and cannot be reissued for twelve calendar months. Following the Appeal Committee's recommendation to the Board the Board must inform the appellant, in writing, within seven days as to the outcome of their appeal. Should the decision of the Board following the Appeal Committee be unacceptable to the appellant the Company will abide by the decision of an arbiter provided by Sports Resolutions (UK).
- 31.5 On termination of either a Branch or Associate Member no refund of annual subscription fee will be made by the Company to the Member in question.

32 ANNUAL GENERAL MEETINGS

- 32.1 The Company must hold an annual general meeting each year. The annual general meeting must take place between July and October each year. All other meetings of the Company, other than the annual general meeting, shall be called general meetings.
- 32.2 If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Branches, may convene a general meeting in a manner as nearly as possible as that in which general meetings may be convened by the Board.

- 32.3 Branches can raise resolutions for consideration at the annual general meetings and any other general meeting and only Branches are permitted to vote.

33 NOTICES OF GENERAL MEETINGS

- 33.1 Notices for a general meeting will be issued by the Secretary at least twenty one days in advance of the meeting. Notices will be sent to:

- (a) all Branches;
- (b) all Associate Members;
- (c) **sportscotland**; and
- (d) each Director.

- 33.2 The twenty one day notice period does not include the date on which the notice is served, or deemed to be served, or the day on which the meeting is scheduled to take place.

- 33.3 The notice must specify:

- (a) the place, the day and the time of the general meeting; and
- (b) the general nature of the business to be dealt with at the meeting.

- 33.4 Only items of business notified in writing to the Secretary at least twenty eight days prior to a general meeting will be considered at a general meeting except with the consent of the Chair, whom failing the chair of the general meeting if that is not the Chair.

- 33.5 The accidental omission to give notice of a general meeting or the non-receipt of a notice by any person entitled to receive a notice will not invalidate any proceedings held at a general meeting.

34 REQUISITIONING A GENERAL MEETING

A general meeting can be requisitioned, if put in writing to the Secretary, and signed by either:

- (a) the Chair; or
- (b) the representatives of at least ten percent of the Branches.

35 BUSINESS AT THE ANNUAL GENERAL MEETINGS

- 35.1 The ordinary business of an annual general meeting shall consist of:

- (a) apologies for absence;
- (b) approval of the minutes from previous year's annual general meeting;
- (c) matters arising from the previous year's annual general meeting;
- (d) presentation and adoption of annual report from the Chair;

- (e) presentation and adoption of annual report from the CEO;
- (f) presentation of the Company's accounts;
- (g) election of Directors;
- (h) adoption of Auditor;
- (i) consideration of resolutions; and
- (j) confirmation of annual membership fees.

35.2 No other business shall be considered by the annual general meeting unless notice of the business to be raised has been received by the Secretary not less than twenty eight days prior to the meeting.

36 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 36.1 Any Member is able to exercise the right to speak at a general meeting when that Member is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting.
- 36.2 Branches are able to exercise the right to vote at a general meeting when:
- (a) they are able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) their vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 36.3 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 36.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 36.5 Two or more Members who are not in the same place as each other can attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting they are (or would be) able to exercise them.
- 36.6 A representative from sportscotland shall be invited to attend general meetings but is not permitted to vote or propose any form of resolution.

37 QUORUM FOR GENERAL MEETINGS

No business shall be transacted at any general meeting unless a quorum is present. The quorum will be 75% of Branches, present in person or by proxy provided that if the Company only has a single Branch, that single Full Member present in person or proxy will be a quorum.

38 CHAIRING GENERAL MEETINGS

- 38.1 The Chair shall preside as chair at every general meeting. If there is no Chair at the

time of the general meeting, or if he is not present within fifteen minutes after the appointed general meeting start time, the Vice-Chair shall chair the general meeting. If the Chair or Vice-Chair is not present within fifteen minutes after the appointed general meeting start time the Directors present shall elect one of their number to be chair of the general meeting.

38.2 If at any general meeting no Director is willing to act as chair or if no Director is present within fifteen minutes after the time appointed for holding the general meeting the Branches present shall choose one of their number to be chair of the general meeting.

38.3 The person chairing a meeting in accordance with this Article is referred to as "the chair of the meeting".

39 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

39.1 Directors may attend and speak at general meetings.

39.2 The chair of the meeting may permit other persons who are not Branch or Associate Members to attend and speak at a general meeting.

40 ADJOURNMENT

40.1 If within half an hour from the time appointed for the general meeting a quorum is not present the general meeting must be adjourned to the same day, venue and time the following week or to such other day, venue and time as the chair of the meeting determines.

40.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

40.3 The chair of the meeting must adjourn a general meeting if directed to do so by a majority of the Branches in attendance.

40.4 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven clear days' notice of it (that is excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

40.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

41 VOTING: GENERAL

41.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

41.2 Every Branch shall have one vote.

41.3 No Branch shall be entitled to vote at any general meeting unless all monies presently payable by that Branch to the Company have been paid.

41.4 The Chair does not have a second or casting vote at a general meeting.

42 ERRORS AND DISPUTES

42.1 No objection may be raised to the qualification of any person voting at a general 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.

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

43 POLL VOTES

43.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general 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.

43.2 A poll may be demanded by:

- (a) the chair of the meeting;
- (b) any Director; or
- (c) two or more Branches having the right to vote on the resolution.

43.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chair of the meeting consents to the withdrawal.

43.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

44 CONTENT OF PROXY NOTICES

44.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

- (a) states the name and address of the Branch appointing the proxy;
- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Branch appointing the proxy, or is authenticated in such manner as the Directors may determine; and

(d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

44.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

44.3 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.

44.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

45 DELIVERY OF PROXY NOTICES

45.1 Any notice of a general meeting must specify the address ("Proxy Notification Address") at which the Company will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

45.2 A Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general 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 Company by or on behalf of that Member.

45.3 Subject to Articles 45.4 and 45.5, a proxy notice must be delivered to a Proxy Notification Address not less than 48 hours before the general meeting or the adjourned meeting to which it relates. A proxy notice which is not delivered in such manner shall be invalid.

45.4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

45.5 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 delivered at the meeting at which the poll was demanded to the chair of the meeting.

45.6 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

45.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

46 AMENDMENTS TO RESOLUTIONS

46.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a

Member entitled to vote at the general meeting at which it is to be proposed not less than forty eight hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

46.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

47 MEANS OF COMMUNICATION TO BE USED

47.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

47.2 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

47.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty eight hours.

48 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

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

49 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

50 INDEMNITY

50.1 A relevant Director of the Company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or associated company;
- (b) any other liability incurred by that Director as an officer of the Company or an

associated Company.

50.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

50.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant Director" means any Director or former Director of the Company or an associated Company.

51 INSURANCE

51.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

51.2 In this Article:

- (a) a "relevant Director"
- (b) means any Director or former Director of the Company or an associated Company;
- (c) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the Company or associated Company; and
- (d) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

52 DISSOLUTION

If after the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provisions then to some other charitable objects.