

SCOTTISH ARCHERY
ASSOCIATION

ARTICLES OF ASSOCIATION

Approved 31ST MAY 2014

Company number SC389745

The Companies Act 2006

Private Company Limited by Guarantee and not having a Share Capital

**Articles of Association
of
Scottish Archery Association (the “Company”)**

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1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

“**Annual General Meeting**” means the annual general meeting of the Company held in accordance with article 25.1;

“**Archery GB**” is the trading name of the Grand National Archery Society, a company limited by guarantee number 01342150, registered in England and having its registered office at Lillieshall National Sports Centre, Nr Newport, Shropshire, TF10 9AT;

“**Act**” means the Companies Act 2006;

“**Articles**” means the Company’s articles of association for the time being in force;

“**Auditors**” means the auditors from time to time of the Company (or, in the event of no auditors being appointed to the Company at any time, shall mean such firm of accountants as has been appointed by the Company to prepare its annual accounts and financial statements from time to time)

“**Board**” means the board of directors of the Company appointed pursuant to article 13.3 from time to time;

“**Bye-law**” means any bye-law of the Company introduced in accordance with these Articles;

“**Conflict**” means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

“**Disciplinary Policy**” means the disciplinary policy and rules of the Company (as amended from time to time)

“**Eligible Director**” means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 20, any director whose vote is not to be counted in respect of the particular matter);

“**General Meeting**” means any meeting of the Company including the Annual General Meeting

“**Interested Director**” has the meaning given in article 20.1

Member” means a member of the Company including the individual members of any student, disabled or junior club (where such clubs have made membership application or renewal on behalf of its individual members).

“Model Articles” means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered “Model Article” is a reference to that article of the Model Articles;

“Rules” means any rules, Bye-laws, codes of conduct, Disciplinary Policy or any other rules of any kind adopted by the Board and published by the Company and shall include the relevant documents referred to in article 12.1;

“Sport” means all forms of archery practised in Scotland, including, but not limited to, target and field archery events and meetings, excluding bowhunting, to the extent that they are governed by the rules of Archery GB and World Archery;

“Voting Members” means all Members of the Company other than individual junior and junior associate members under the age of 18 years;

World Archery” (formerly known as FITA) means the World Archery Federation, a non-profit association under the Swiss Civil Code, having its offices at Maison du Sport International, Avenue de Rhodanie 54, 1007 Lausanne – Switzerland; “

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **“article”** is a reference to the relevant article of these Articles unless expressly provided otherwise.

- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles 2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 22(2), (3), 30(2), 35, 38 and 39 shall not apply to the Company.
- 1.9 Model Article 7 shall be amended by:
- 1.9.1 the insertion of the words “for the time being” at the end of article 7(2)(a); and
 - 1.9.2 the insertion in article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.10 Model Article 20 shall be amended by the insertion of the words “and the secretary” before the words “properly incur”.
- 1.11 Article 30(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article.
- 1.12 Article 31(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid” as a new paragraph at the end of that article

2 The Company

- 2.1 The Company's name shall be the Scottish Archery Association.
- 2.2 The registered office of the Company shall be situated in Scotland.

3 Objects

- 3.1 The primary objects for which the Company is established are:
 - 3.1.1 to act as the Scottish governing body of the Sport in Scotland;
 - 3.1.2 to encourage, promote, control and develop the Sport in Scotland amongst all sections of the community; and
 - 3.1.3 to support athletes of all abilities within the Sport to achieve their potential through recognised performance pathways.

4 Powers

- 4.1 In pursuance of the objects set out in article 3, the Company has the power to:
 - 4.1.1 to arrange and provide for, or join in arranging and providing for, Sport to coaches, instructors, archers and any other persons, and for the holding of meetings, lectures and classes calculated directly or indirectly to further the objects of the Company;
 - 4.1.2 to promote and organise, or assist in promoting and organising, the holding of archery meetings, championships, competitions, demonstrations and events, to select competitors to represent the the Region or Home Nation of Scotland and to enter into any agreements and to make any arrangements which may be necessary or convenient in connection therewith or with any of the objects of the Company and to do all or any of the above things either alone or in conjunction with any other person or persons or any other body, including, but not limited to, considering, and if thought fit, granting Scottish Record Status for any competitions at the written request of a tournament organiser from time to time;
 - 4.1.3 to undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects;
 - 4.1.4 to maintain records of scores for official purposes as may be required and give prizes, medals and other awards and to obtain, collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method, and to accept and to receive gifts of property of any description for or towards all or any of the objects of the Company;

- 4.1.5 to maintain books of accounts and records of financial transactions and any business relating to the Company as may be deemed necessary by the Board;
- 4.1.6 to work with Archery GB, World Archery and all other necessary bodies and individuals to unite, in purpose, all Scottish archery clubs, where possible;
- 4.1.7 to investigate, and if appropriate, take action in relation to any disciplinary matter (including any event of misconduct) and to investigate, and if appropriate, take action in accordance with these Articles and the Rules of the Company;
- 4.1.8 to liaise with Archery GB and sportscotland (including its successor(s)) where required or where it is deemed desirable by the Board;
- 4.1.9 to maintain statistics and records regarding the Company as the Board deems necessary including, but not limited to, a Register of Members for the Company;
- 4.1.10 to communicate to the membership via the Company's website, and whatever media deemed appropriate to club secretaries or to individual Members as appropriate, reports, instructional matter and any other such documents or things as may be thought expedient in connection with all or any of the objects of the Company;
- 4.1.11 to purchase, take on, lease or in exchange, hire or otherwise acquire, any heritable or moveable property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;
- 4.1.12 to inform and educate the Members of the Company's policy of drug free sport and to control the misuse of drugs in the Sport in Scotland, including, but not limited to: arranging an independent decision making process, thereby ensuring the participants of the Sport perform to the highest standard without the misuse of drugs and doping and comply with the relevant misuse of drugs and doping policies defined by and implemented by Archery GB, World Archery and World Anti-Doping Agency (WADA)
- 4.1.13 to sell, let, mortgage, dispose of 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;
- 4.1.14 raise money for the purposes of the Company on such terms as may be thought fit and apply for any appropriate grants;

- 4.1.15 to borrow money for the purposes of the Company on such terms and on such security as may be thought fit (stating always that the Company may only borrow such money where an ordinary resolution has been passed permitting the borrowing of such money);
- 4.1.16 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- 4.1.17 to co-operate with, or assist, any other body or organization in each in such a way, or by such means as may, in the opinion of the directors affect or advance the principal objects of the Company;
- 4.1.18 enter into contracts to provide services to other bodies;
- 4.1.19 open and operate bank accounts and other facilities in relation to the objects and administration of the Company ; and
- 4.1.20 incorporate subsidiary companies and
- 4.1.21 to do all such other lawful things as are incidental or conducive to the attainment of the objects of the Company or any of them

4.2 The powers set forth in this article 4 shall not be restrictively construed and the widest interpretation shall be given thereto.

5 Assets Not for Distribution

5.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in this article 5 .

5.2 No dividends, bonus or profit share may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of

- 5.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- 5.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
- 5.2.3 reasonable and proper rent for premises demised or let by any Member or director as authorised by the Board;
- 5.2.4 reasonable out-of-pocket expenses properly incurred by any director as subsequently described in article 18.

6 Winding up

- 6.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members (unless any such Members each have objects similar to those of the Company and prohibit the distribution of its or their income to an extent at least as great as is imposed on the Company by virtue of this article 6) but shall be transferred to another body (charitable or otherwise):
- 6.1.1 with objects similar to those of the Company; and
 - 6.1.2 which shall prohibit the distribution of its or their income to its or their members,

7 Guarantee

- 7.1 The liability of each Member is limited to £1.00, being the amount that each Voting Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Voting Member or within one year after he ceases to be a Voting Member, for
- 7.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Voting Member;
 - 7.1.2 payment of the costs, charges and expenses of the winding up and
 - 7.1.3 adjustment of the rights of the contributories among themselves.

8 Membership

- 8.1 The classes of membership of the Company shall be determined by the Board, stating always that any changes to the classes of membership (including, but not limited to, the creation of new classes of membership) shall be ratified in accordance with section 631 of the Act before taking effect.
- 8.2 Each class of membership shall be fully described in the Rules.
- 8.3 No person shall become a Member of the Company unless he complies with the conditions of membership for the class of membership to which he is applying and is a member of Archery GB. Any person wishing to become a Member of the Company shall complete an initial application for membership in a form approved by the Board from time to time and submit such application to the Company.
- 8.4 In being admitted as a Member of the Company, each Member agrees that he shall be bound by the Articles of Association and all Rules of the Company.

9 Termination of membership

- 9.1 Membership is not transferable and shall automatically cease upon Death or written resignation.
- 9.2 Membership shall be terminated on failing to pay the subscription fee within one month of the due date in accordance with article 10.2 or on expulsion in accordance with article 11.3.

10 Fees

- 10.1 All Members, excluding Life Members as defined in the Rules, shall pay an annual subscription fee to the Company at rates to be determined from time to time at the Annual General Meeting of the Company. The fee structure shall be fully described in the Rules.
- 10.2 The failure by any Member to renew his subscription within one month of the due date for renewal shall automatically terminate Membership of the Company unless specifically sanctioned by the Board.
- 10.3 No Member shall vote at any General Meeting unless all monies payable by him or the student, disabled or junior club to which he belongs have been settled.

11 Procedural, Disciplinary, Protection of Vulnerable Groups Policies and other Rules

- 11.1 All Rules, which are set forth in separate documentation to these Articles, shall not form part of these Articles and (subject to articles 8.1 and 12.1) may, from time to time, be amended, altered or repealed by the Board following due consultation with the membership.
- 11.2 No Rule shall have any operation or effect which would amount to such an addition to, or alteration of, these Articles as could only legally be made by a special resolution.
- 11.3 Following on from the conclusion of proceedings under the Disciplinary Policy, the Board may terminate the membership of any Member without his consent by giving him written notice if, in the reasonable opinion of the Board,
 - 1) he is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and the Board into disrepute; or
 - 2) he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
 - 3) he has failed to observe the terms of these Articles and/or the Rules.

- 11.4 Nonetheless, the Member must be given 14 days notice in writing of the intention to expel to allow him the opportunity to appeal in writing to the Board with an explanation or reasoning as to why the Board should not carry out its intention. The directors must consider any representations made by the Member.
- 11.5 The Board shall make its final decision after hearing such an appeal if submitted, and inform the Member of their decision following such consideration. No further appeal is permitted if expulsion is determined.
- 11.6 Similarly, the Board also has the power to impose any other penalty recommended by the Disciplinary Policy although the appeal process given in article 11.4 will also apply.
- 11.7 A Member whose membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him
- 11.8 Following such termination, the Member shall be removed from the Register of Members.

12 Relationship with Archery GB

- 12.1 On the date of adoption of these Articles, the Company is classed as a Regional Society under the articles of association of Archery GB and the Company hereby agrees to abide by the constitutions, articles of association, memorandum and rules (the “Governing Body Documentation”) of Archery GB and World Archery (including, but not limited to, the Archery GB shooting administrative procedures), where necessary. (Except to the extent that the Company may validly vary any Governing Body Documentation as it applies to the Company or has adopted any documentation in substitution of any Governing Body Documentation if it is incompatible within the Law of Scotland). The Governing Body Documentation detailed in this article 12.1 shall be deemed to be “Rules” as defined in article 1.1.

13 Number of directors

- 13.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be more than nine and shall not be less than four.
- 13.2 The Board shall consist of the following directors:
 - 13.2.1 the chairperson;
 - 13.2.2 up to eight (8) other directors who will fill positions determined by the Board from time to time.

- 13.2.3 wherever possible two of the eight directors with relevant skills and qualifications should be independent of the Company and not be members of the Company.
- 13.3 The directors, other than the two independent directors provided for in article 13.2.3 shall be appointed as follows:
- 13.3.1 any Member, who has paid in full any subscription fees due to the Company, wishing to be elected as a director shall provide details of his curriculum vitae, in a form approved by the Board from time to time, to the Board not less than six (6) weeks prior to the date of the General Meeting at which the Board have indicated a director is to be appointed by the Voting Members;
- 13.3.2 any Voting Member may nominate one or more Member(s) to be considered as a director in writing to the Board not less than six (6) weeks prior to the date of the general meeting at which the Board have indicated a director is to be appointed by the Voting Members. Such nominations require to have been signed by the nominee to confirm his willingness to be appointed and including details of the nominee's curriculum vitae, in a form approved by the Board from time to time;
- 13.3.3 at the General Meeting, if only one nomination has been received for a vacant position, that nominee shall be elected if a majority of the Voting Members' properly recorded votes are in favour of that nominee's election at the General Meeting. If there are two or more candidates, the candidate for whom the higher or highest number of properly recorded votes cast by the Voting Members, shall be declared elected and, in the event of an equality of votes, the decision to be made by the toss of a coin.
- 13.4 Up to two individuals with relevant skills and qualifications as may be determined by the Board may be nominated for the co-opted office of independent directors detailed in article 13.2 by a majority vote of the Board. Notice of the Board's nominees for the office of independent directors shall be given to the Voting Members and such appointment as independent directors shall only be effective if approved by the Voting Members by ordinary resolution at an Annual General Meeting. Such independent directors need not be members of Archery GB.
- 13.5 Each of the directors may hold office until the third Annual General Meeting after the General Meeting at which he was first appointed, and shall have the option to stand for re-election at the expiry of that period. If not re-appointed, the director shall stand down immediately. If willing to act, independent director(s) may be re-appointed if approved by the Voting Members by ordinary resolution at the third Annual General Meeting after the General Meeting at which he was first appointed and shall retire at the close of the sixth Annual General Meeting held after the General Meeting at which he was first appointed.

- 13.6 The Board may act notwithstanding any vacancy or vacancies in its body. The Board shall have the power to co-opt individuals to fill any casual vacancies and such co-opted individuals will assume the same rights and responsibilities as a director although they must be elected at the next General or Annual General Meeting of the Company
- 13.6.1 Individuals who have been co-opted onto the Board do not assume the full office of director until after their election at a General Meeting and their initial term commences from their date of election.
- 13.6.2 No director of the Company shall be eligible for re-election after holding the position for a continuous period of six years from their original date of appointment. Following such retirement, a director shall not be eligible to sit on the Board for a period of twelve months following which he shall be entitled to stand for election.
- 13.7 The office of director shall be vacated in accordance with
- 13.7.1 Article 18, of the Model Articles
- 13.7.2 if the relevant director (other than an independent director) ceases to be a Member of the Company or Archery GB or
- 13.7.3 if he resigns from office of director or
- 13.7.4 if he is removed from office by a resolution passed pursuant to section 168 of the Act.
- 13.8 It shall be competent for the Board to co-opt an individual who is willing to act as a director of the Company to fill a casual vacancy arising by virtue of a director ceasing to hold office for whatever reason or by reason of no person being nominated for election for a particular position, but such co-opted individual shall hold office only to the next Annual General Meeting of the Company when such individual shall be required to stand for election as a director.

14 Management and powers of the Board

- 14.1 Subject to the provisions of the Act, these Articles and any special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given.
- 14.2 In particular and without prejudice to the foregoing generality, the Board will be responsible for:
- 14.2.1 deciding on matters of strategy and policy;
- 14.2.2 subject to article 8.1, 12.1 and 14.4 amending the Rules as the Board deem appropriate;

14.2.3 dealing with all staff and employment matters for the Company;
or

14.2.4 dealing with any matter not reserved for a General Meeting under these Articles or the Act.

14.3 The Board shall be entitled to delegate any of its powers to a committee, or a duly appointed sub-committee, panel, working group or individuals whether or not the persons to whom the powers are delegated are directors.

14.4 Any changes or amendments to the Rules (which shall include Bye Laws, Disciplinary Policies and Procedural Policies) where such changes and amendments relate to the membership rights of the Members or the subscription fees payable by the Members shall be ratified by ordinary resolution of the Voting Members at the next General Meeting before taking effect.

15 Board Decisions

15.1 The general rule about decision making by directors is that any decision of the directors must be either unanimous or by a majority at the meeting of the Board and so noted in the minutes of the meeting of the Board.

16 Calling a Directors' meeting

16.1 Meetings of the Board shall be held as and when the Board shall determine, provided that at least six (6) meetings of the Board are held in each calendar year.

16.2 Any director may call a directors' meeting by giving not less than seven days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors.

16.3 Notice of a directors' meeting must indicate the proposed date, time and the location where it is to take place, being sent or supplied by any means agreed by all the directors

17 Quorum for directors' meetings

17.1 Subject to article 17.2, the quorum for the transaction of business at a meeting of directors is any three Eligible Directors.

17.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 20 to authorise a Conflict, if there are less than three Eligible Directors in office, the quorum for such meeting (or part of a meeting) shall be such number of Eligible Director(s) in office.

17.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

17.3.1 to co-opt individuals to act as directors as per article 13.6 to assist, if required, with the calling of a General Meeting as noted below.

17.3.2 to call a General Meeting so as to enable the Members to appoint further directors.

18 Directors Expenses

18.1 The company may pay reasonable expenses which the directors properly incur in connection with their attendance at

- a) meetings of directors or sub-committees of the Board or
- b) General Meetings or
- c) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

19 Casting vote

19.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson or other director chairing the meeting has a casting vote.

19.2 Article 19.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairperson or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

20 Directors' conflicts of interest

20.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") in breaching his duty under section 175 of the Act to avoid conflicts of interest.

20.2 Any authorisation under this article 20 shall be effective only if:

20.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

20.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

- 20.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 20.3 Any authorisation of a Conflict under this article 20 may (whether at the time of giving the authorisation or subsequently):
- 20.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 20.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- 20.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- 20.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- 20.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 20.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 20.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 20.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 20.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in General Meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

- 20.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 20.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 20.7.2 shall be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the existing or proposed transaction or arrangement;
 - 20.7.3 shall absent himself from the discussion of matters relating to the existing or proposed transaction or arrangement at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters;
 - 20.7.4 shall not be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 20.7.5 may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 20.7.6 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 20.7.7 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

21 Records and Minutes of Decisions to be kept

- 21.1 The Board shall keep a record of all the appointments of Directors and cause Minutes to be kept of -
 - 21.1.1 the names of directors present at each meeting of the Board
 - 21.1.2 all orders made or decisions taken by the Board
- 21.2 Where orders made or decisions taken by the directors are noted by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.
- 21.3 Similarly, minutes of all Board, General Meetings and Annual General Meetings shall be kept for a minimum period of ten (10) years to comply with the Act.
- 21.4 All such minutes (excluding matters of confidentiality as determined by the Board) will be published in draft form on the Company's website as soon as practical after the relevant Board, General Meeting or Annual General Meeting (Subject to article 25.1) Formal approval of such drafts shall be taken at the next appropriate Board, General Meeting or Annual General Meeting.

22 ACCOUNTS

- 22.1. With regard to section 386 of the Act the Board shall cause accounting records to be kept with respect to:
 - 22.1.1. all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
 - 22.1.2. all sales and purchases of goods by the Company;
 - 22.1.3. the assets and liabilities of the Company, as are necessary to give a true and fair view of the Company's affairs and to explain its transactions.
- 22.2. The books of account shall (subject to the provisions of the Act any other relevant legislation) be kept at the registered office of the Company or at such other place or places as the Board shall think fit, and shall always be open to the inspection of the Directors of the Company.
- 22.3 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the Members not being Directors of the Company and no Member (not being a Director of the Company) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Rules or by the Board or by the Company in General Meeting.

- 22.4. Once a year, at the Annual General Meeting, the Board shall lay before the Company an income and expenditure account for the period since the last preceding account, made up to a date that complies with the requirements of the Act, together with a balance sheet made up as the same date. Every such account and balance sheet shall be accompanied by the Report of the Chairperson and such reports and documents shall contain such particulars as are prescribed by the Act and are applicable to the Company. Any necessary report of the Auditors shall comply with the requirements of the Act and shall be attached to the balance sheet and shall be read before the meeting as required by the Act.
- 22.5 Except as provided by law or authorised by the directors 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.

23. AUDIT

- 23.1. Once, at least, in every year, the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by the Auditors.

24 Company Secretary

- 24.1 The directors may appoint any person who is willing to act as the Company Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

25 General Meetings

- 25.1 The Annual General Meeting of the Company shall be held every calendar year not earlier than 15th November and not later than the end of December and at such time and place as may be determined by the Board. However, if any circumstances arise which require the alteration of the Company's financial year end, the date of the Annual General Meeting may be altered to suit by an ordinary resolution at an Annual General Meeting.
- 25.2 The Board may convene a General Meeting, and it shall forthwith convene such a meeting on the requisition in writing of at least four Directors or by 5% of the voting Members in accordance with the Act and in the case of such requisition the notice shall be given and the meeting shall be held in accordance with the Act.
- 25.3 All Voting Members shall be entitled to receive notice of, attend and speak at all general meetings of the Company and the Annual General Meeting.

- 25.4 At least ten percent of the Voting Members or their proxy representatives, subject to a minimum of twenty Voting Members being present, shall be a quorum for any General Meeting and Annual General Meeting.
- 25.5 The chairperson shall chair all General Meetings, including the Annual General Meeting. If the chairperson of the board of directors is not present within ten minutes of the time at which a general meeting was due to start, the Board shall appoint one of their number to chair the general meeting.
- 25.6 All resolutions (special or ordinary) at a General Meeting or Annual General Meeting shall be proposed in writing by the Board.
- 25.7 Notwithstanding article 25.7 Voting Members may propose resolutions to the Board to be considered at such meetings provided
 - 25.7.1 the resolutions are submitted in writing to the Board not less than 6 weeks prior to the General Meeting and
 - 25.7.2 they are signed and countersigned by at least one (1) % or more of the Voting Members of the Company and
 - 25.7.3 the Board consider them to be appropriate and capable of being included within the timescale of the meeting.

26 **Notice of General Meetings**

- 26.1 Subject to any provisions of the Act at least twenty-one clear days notice in writing of every General Meeting, specifying the place, day and hour of meeting and, in the case of special business, the general nature of such business of the meeting shall be given in a manner hereafter mentioned to such persons as are under these articles or the Act entitled to receive such notices from the Company.
- 26.2 Where the election of persons nominated to sit on the Board is included in the proposed business of the meeting, the details of all such persons (including every CV submitted to the Board by each person applying for the position of director) shall be included in the calling notice.
- 26.3 The notice calling an Annual General Meeting shall be accompanied by such reports, annual accounts and other documents as may be relevant to the proposed business of the Annual General Meeting

27 Business of Annual General Meeting

- 27.1 The business of the Annual General Meeting shall include, without limitation and in whatever order deemed appropriate by the Board :
- 27.1.1 the approval of the minutes of the previous Annual General Meeting and of any subsequent General Meetings of the Company;
 - 27.1.2 consideration of reports of the Board and the Company's Auditors and any other reports the Board may think appropriate to bring before the Annual General Meeting for approval or information;
 - 27.1.3 to receive the Company's annual accounts and approve the appointment of the Company's auditors;
 - 27.1.4 approval of membership fees for the following year.
 - 27.1.5 election, if necessary, of Board members in accordance with article 13 ;
 - 27.1.6 voting on special resolutions proposed in accordance with Article 25.7 or 25.8.
 - 27.1.7 voting on ordinary resolutions proposed in accordance with Article 25.7 or 25.8;.
 - 27.1.8 any other competent business.

28 Votes of the Voting Members

- 28.1 Subject to article 10.3 the Voting Members shall be entitled to vote on business at any General Meeting and Annual General Meeting of the Company and each Voting Member (present in person or by proxy) shall have one vote each.
- 28.2 All Voting Members shall be entitled to appoint a proxy, who must also be a Voting Member of the Company, to attend, speak and vote at General Meetings in accordance with the provisions of the Act. The proxy form shall be signed by the Voting Member and shall be in the form sent to the Voting Members with the notice of the General Meeting or in any other form approved by the Board. The appointment of a proxy shall:
- 28.2.1. in the case of a written document, be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the General Meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting; or

28.2.2. in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications: (i) in the notice convening the General Meeting; (ii) or in any instrument of proxy sent out by the Company in relation to the meeting; (iii) or in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the General Meeting, be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting.

28.3 In the event of a vote being required on any matter at a General Meeting, the vote shall be taken by a count of a show of hands or poll as the chairperson may determine or as required by the Voting Members in accordance with the Act and the Model Articles.

28.4 Where there is an equality of votes on any matter the status quo will prevail and the chairperson will not have a casting vote.

28.5 No objection shall be raised to the qualification of any Voting Member except at the General Meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such General Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

29 Poll votes

29.1 A poll may be demanded at any General Meeting by any Voting Member present and entitled to vote at the General Meeting.

30 Means of Communication to be used

30.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

30.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty eight hours after it was posted;

30.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

30.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

30.1.4 if supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is on the website.

- 30.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

31 Rules

- 31.1 Subject to article 8.1, 12.1 and 14.4 the directors may establish, amend, publish and enforce Rules relating to Company administration and the Sport that are required from time to time for the effective operation of the Company. If there is a conflict between the terms of these Articles and the Rules, the terms of these Articles shall prevail.

32 Indemnity and insurance

- 32.1 Subject to article 32.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 32.1.1. each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or

in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or

in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 32.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 32.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 32.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 32.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

32.4 In this article:

32.4.1 **companies** are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

32.4.2 a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’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

32.4.3 a “**relevant officer**” means any director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as Auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as Auditor.

APPROVED at an Extra-Ordinary General Meeting of the Company held on 31st May 2014 in Perth.