
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE SCOTTISH ASSOCIATION OF LOCAL SPORTS COUNCILS



**Scottish Association of
Local Sports Councils**

Written under the legal guidance of

M

McGrigors

McGrigors LLP



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COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**THE SCOTTISH ASSOCIATION OF LOCAL SPORTS COUNCILS
(the "Company")**

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 meeting comprising five individuals each of whom must be either (1) an individual member of a Full Member or (2) a member of a club or sporting organisation which is a member of a Full Member. The Appeal Committee quorum is three. Members of the Appeal Committee shall be appointed at an annual general meeting to serve for a period of three years, or until the second annual general meeting following their appointment, unless their appointment is terminated by Board resolution or resignation. Directors are not permitted to sit on the Appeal Committee. The role and function of the Appeal Committee shall be determined, from time to time, by the Board. Appeal Committee decisions shall not be binding on the Board. The Secretary will provide administrative support.

"**Associate Members**" means any type of sporting 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;

"**Chairman**" means the chairman of the Company as elected by Full Members at an annual general meeting of the Company;

"**chairman 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 the Scottish Association of Local Sports Councils;

"**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);

"**Inaugural Year**" means from the date the Company is incorporated until a new Board of Directors is appointed at the Company's 2011 AGM;

"**Full Member**" means a Local Sports Council awarded the status of full member by the Board following receipt of the relevant application;

"**Life Member**" means memberships which are awarded at the sole, and unanimous discretion, of the Board to individuals who, in the Board's opinion, have significantly contributed to the Company and/or the unincorporated organisation called the Scottish Association of Local Sports Councils over an extended time period;

"**Local Sports Council**" means an organisation, however named, that in the view of the Board brings into partnership, for the purposes of promoting and developing interest in sport and physical recreation at a local area, representatives of sport and physical recreation clubs and organisations and the local authority of the area in which it seeks to operate;



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

"**Ordinary Director**" means the Directors of the Company excluding the Chairman, Vice Chairman or Treasurer;

"**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;

"**Proposer**" means the Full Member which nominates an individual or individuals to become a Director of the Company;

"**Secunder**" means the Full Member that supports any nomination made by a Proposer in relation to the appointment of a Director of the Company;

"**Secretary**" means the Company's Director of Policy and Administration or successor position, who, among other functions, performs the role of Company secretary;

"**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 107 Fleet Street, London EC4A 2AB;

"**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 1 November to 31 October unless determined otherwise in general meeting;

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

"**Treasurer**" means the treasurer of the Company as elected by Full Members at the Companies annual general meeting;

"**Vice Chairman**" means the Vice Chairman of the Company as elected by Full Members at the Companies annual general meeting; 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 In these Articles where the context so permits:

- (a) words importing the singular number only shall include the plural number, and *vice versa*;
- (b) words importing the masculine gender only shall include the feminine gender; and
- (c) words importing persons shall include bodies corporate, unincorporated associations and partnerships.

2.3 Words and expressions defined in or for the purposes of the Act, unless these Articles provide otherwise, have the same meaning in these Articles.

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

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

2.6 References to any statute or section of any statute or instrument shall include reference to any statutory amendment, extension, modification or re-enactment thereof for the time being in force including, for the avoidance of doubt, any modificatory or replacement provision made 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

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

- (a) to be the voice for and maximise the potential of local sports councils and associate organisations;
- (b) to promote (1) participation in sport, (2) physical recreation and education and (3) health and fitness at a local and national level;
- (c) to promote and create partnership opportunities with other national agencies with similar aims; and
- (d) to promote and develop links with other countries committed to the ideology of sport for all and develop international relationships and opportunities with like minded organisations,

and all of the Company's income must be used in the promotion of such 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:

- (a) to the Secretary;
- (b) to such person or committee;
- (c) by such means (including by power of attorney);
- (d) to such an extent;
- (e) in relation to such matters; and
- (f) 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 taken 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.

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 four 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 Chairman 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.

13.2 In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.

13.3 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 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 four.

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 Full Members to appoint further Directors.



15 CHAIRING BOARD MEETINGS

- 15.1 Board meetings will be chaired by the Chairman.
- 15.2 Should the Chairman 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 Chairman.
- 15.3 Should the Chairman and Vice Chairman 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 chairman of the meeting has a casting vote.

17 CONFLICTS OF INTEREST

- 17.1 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 paragraph applies when:
- (a) the Company by ordinary resolution disapplies the provision 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 this Article, 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 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 chairman of the meeting whose ruling in relation to any Director other than the Chairman 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 Chairman, the question is to be decided by a decision of the Directors attending that meeting, for which purpose the Chairman 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 maximum of nine Directors. The Board will comprise;

- (a) a Chairman;
- (b) a Vice Chairman;
- (c) a Treasurer;
- (d) four Ordinary directors;



- 20.1.2 Each Director appointed in accordance with Article 21 must be;
- (a) an individual member of a Local Sports Council which is a Full Member of the Company; or
 - (b) a member of a recognised sporting club or organisation which is a member of a Local Sports Council which is a Full Member of the Company.
- 20.2 No more than one Ordinary Director can be a member, either directly or indirectly, of the same Local Sports Council.
- 20.3 The Chairman, Vice-Chairman and Treasurer must all be members, either directly or indirectly, of different Local Sports Councils.
- 20.4 As well as the Secretary, or his substitute, attending every Board meeting in the capacity of 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.

21 **NOMINATIONS TO THE BOARD**

- 21.1 Notwithstanding any other provision in these Articles on incorporation the Directors of the Company for the Inaugural Year shall be those individuals who are board members of the unincorporated association called the Scottish Association of Local Sports Councils as elected at its annual general meeting during 2010. The appointment of a Director during the Inaugural Year shall terminate;
- (a) at the end of the Inaugural Year; or
 - (b) if a Director becomes ineligible in accordance with Article 24(d)–(o).
- 21.2 Following the Inaugural Year, nominations for the role of Chairman, Vice Chairman, Treasurer and four Ordinary Directors must be made by Full Members. 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.
- 21.3 Each nomination must be with the nominee's agreement and shall be, in writing, and signed by the Proposer and Seconder. The Proposer and Seconder must not be the same Full Member.
- 21.4 If there are more nominations than there are Board vacancies a vote will be held at the relevant annual general meeting in accordance with Article 42.



- 21.5 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.

22 **BOARD APPOINTMENTS**

- 22.1 In addition to the appointment provisions contained within Article 21 the Board can, if it so wishes, appoint up to two additional Ordinary Directors provided that the person or persons selected are willing to act as a Director and are permitted to do so by law. Any Director appointed in this manner need not be;

- (a) a member of a Local Sports Council in membership of the Company; or
- (b) a member of a recognised sporting club or organisation which is a member of a Local Sports Council which is member of the Company.

- 22.2 For the avoidance of doubt the Company can not have more than nine Directors regardless of the manner in which they are appointed.

23 **TENURE ON THE BOARD**

- 23.1 Notwithstanding the provisions contained within Article 21.1 regarding the appointment of Directors for the Inaugural Year all Directors, but excluding the Chairman, shall hold office for a maximum 2 years or until the second annual general meeting following their appointment, whichever is the sooner.

- 23.2 Excluding the Chairman all Directors appointed under Article 21 and 22 must stand down after 2 years or at the second annual general meeting following their appointment, whichever is the sooner. Directors, but excluding the Chairman, can be reappointed for three consecutive terms but are not permitted to serve for more than six consecutive years without serving, at least, a twelve month period of not being a Director.

- 23.3 Notwithstanding the provisions of Article 23.1 and 23.2 the Chairman shall serve for a maximum period of three years or until the third annual general meeting following his appointment. Following the end of his term in office the Chairman shall not be permitted to serve as a Director for, at least, twelve months



24 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) he serves three consecutive terms as a Director (excluding the Chairman);
- (c) he serves his term as Chairman
- (d) a special resolution is passed at a general meeting for their removal;
- (e) by virtue of any provision of the Companies Acts he is prohibited from being a Director by law;
- (f) a Bankruptcy order is made against that person;
- (g) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) he ceases, either directly or through an intermediary organisation, to be a member of a Full Member (with the exception of Directors appointed in accordance with Article 22);
- (l) the Full Member, to which he is a member either directly or through an intermediary organisation, ceases to be a Full Member of the Company for whatever reason (with the exception of Directors appointed in accordance with Article 22);



- (m) a Local Sports Council to which a Director is a member, either directly or through an intermediary organisation, has its application for Full Membership declined in accordance with Article 28 (with the exception of Directors appointed in accordance with Article 22);
- (n) he has not attended three consecutive Directors meetings, without permissible reason; or
- (o) he dies.

25 **DIRECTORS' REMUNERATION**

No Director shall be paid a salary or receive any remuneration from the Company.

26 **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.

27 **MEMBERSHIP OF THE COMPANY**

27.1 Upon the adoption of these Articles members of the unincorporated association known as the Scottish Association of Local Sports Councils shall become, following the relevant application and Board approval, Member's of the Company.

27.2 The Company must have at least one Full Member eligible to vote but there shall be no maximum number of Full, Associate or Life Members.



28 APPLICATIONS FOR MEMBERSHIP

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

- (a) that organisation has completed an application for membership 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.

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

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

29 TYPES OF MEMBERSHIPS

The Company shall have three types of Member:

- (a) Full;
- (b) Associate; and
- (c) Life.

30 MEMBERSHIP RIGHTS AND RESPONSIBILITIES

30.1 Full Members have the right to propose resolutions and to attend, speak, and vote at all general meetings of the Company. Full Members can also requisition a general meeting in accordance with Article 35.

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

30.3 Life Members have no voting rights but can attend and speak at all general meetings of the Company.



30.4 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 32.3.

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

31 **SUBSCRIPTION FEES**

31.1 Each Full 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.

31.2 Organisations becoming Full and Associate Members during a 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.

31.3 Annual subscription fees shall be due by any Full or Associate Member who has not served a written resignation on the Secretary by 1 November.

31.4 The annual subscription fee level will be set at the Company's annual general meeting.

31.5 Life Memberships are perpetual and only end when a termination event occurs in accordance with Article 32. Life Members are not required to pay an annual subscription fee but are obliged to contribute the sum of £1 to the assets of the Company in accordance with Article 3.

32 **TERMINATION OF MEMBERSHIP**

32.1 The Company can terminate the membership of any Full or Associate Member if their subscription fee is overdue for at least twenty eight days after a 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.

32.2 A Member may withdraw from membership of the Company by giving twenty eight days' notice to the Secretary in writing.

32.3 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.



- 32.4 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).
- 32.5 Any membership can be terminated if a Director is of the opinion that it is not in the best interests of the Company that a Member continues in membership. In such a case the Director may convene a general meeting of the Company and by ordinary resolution the Member in question can be removed. The terminated Member cannot reapply for re-admittance to the Company for twenty four calendar months following the general meeting which ended their membership.
- 32.6 On termination of either a Full or Associate Member no refund of annual subscription fee will be made by the Company to the Member in question.
- 32.7 A Life Membership automatically ends when the Life Member or the Board decide to terminate his membership by use of the provisions contained within Article 32.

33 ANNUAL GENERAL MEETINGS

- 33.1 The Company must hold an annual general meeting each year. The annual general meeting must take place between 1 February and 31 March. All other meetings of the Company, other than the annual general meeting, shall be called general meetings.
- 33.2 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 Full Members, may convene a general meeting in a manner as nearly as possible as that in which general meetings may be convened by the Board.
- 33.3 Full and Associate Members can raise resolutions for consideration at the annual general meetings and any other general meeting but only Full Members are permitted to vote.

34 NOTICES OF GENERAL MEETINGS

- 34.1 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 Full Members;

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

34.2 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.

34.3 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.

34.4 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 Chairman, whom failing the chairman of the general meeting if that is not the Chairman.

34.5 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.

35 **REQUISITIONING A GENERAL MEETING**

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

- (a) the Chairman; or
- (b) the chairmen of ten percent of the Full Members.

36 **BUSINESS AT THE ANNUAL GENERAL MEETINGS**

36.1 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) matter arising from previous year's annual general meeting;
- (d) presentation and adoption of annual report from the Chairman;
- (e) presentation and adoption of annual report from the Secretary;
- (f) presentation and adoption of the Company's accounts;
- (g) election of Directors;
- (h) election of Auditor; and
- (i) confirmation of annual membership fees.

36.2 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.

37 **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

37.1 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.

37.2 Full Members 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) they 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.

37.3 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.

37.4 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.



37.5 Two or more Members who are not in the same place as each other 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.

37.6 A representative from **sportscotland** is eligible to attend and speak at general meetings but is not be permitted to vote or propose any form of resolution.

38 **QUORUM FOR GENERAL MEETINGS**

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

39 **CHAIRING GENERAL MEETINGS**

39.1 The Chairman shall preside as chairman at every general meeting. If there is no Chairman 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-Chairman shall chair the general meeting. If the Chairman or Vice-Chairman is not present within fifteen minutes after the appointed general meeting start time the Directors present shall elect one of their number to be chairman of the general meeting.

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

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

40 **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

40.1 Directors may attend and speak at general meetings.

40.2 The chairman of the meeting may permit other persons who are not Full, Associate or Life Members to attend and speak at a general meeting.

41 **ADJOURNMENT**

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



- 41.2 The chairman 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 chairman 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.
- 41.3 The chairman of the meeting must adjourn a general meeting if directed to do so by a majority of the Full Members in attendance.
- 41.4 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.
- 41.5 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.
- 42 **VOTING: GENERAL**
- 42.1 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.
- 42.2 Every Full Member shall have one vote.
- 42.3 No Full Member shall be entitled to vote at any general meeting unless all monies presently payable by that Full Member to the Company have been paid.
- 42.4 The Chairman does not have a second or casting vote.
- 43 **ERRORS AND DISPUTES**
- 43.1 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.



43.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

44 **POLL VOTES**

44.1 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.

44.2 A poll may be demanded by:

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

44.3 A demand for a poll may be withdrawn if:

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

44.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

45 **CONTENT OF PROXY NOTICES**

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

- (a) states the name and address of the Full Member 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 Full Member 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.

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

45.3 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.

45.4 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.

46 **DELIVERY OF PROXY NOTICES**

46.1 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.

46.2 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.

46.3 Subject to Articles 46.4 and **Error! Reference source not found.**, 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.

46.4 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.

46.5 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 chairman of the meeting.



- 46.6 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.
- 46.7 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.

47 **AMENDMENTS TO RESOLUTIONS**

- 47.1 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 chairman of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 47.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman 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.
- 47.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

48 **MEANS OF COMMUNICATION TO BE USED**

- 48.1 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.
- 48.2 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.

48.3 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.

49 **COMPANY SEALS**

49.1 Notwithstanding the provisions of the Companies Acts any common seal may only be used by the authority of the Directors.

49.2 The Directors may decide by what means and in what form any common seal is to be used.

49.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

49.4 For the purposes of this Article, an authorised person is:

- (a) any Director of the Company;
- (b) the Company secretary (if any); or
- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

50 **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.

51 **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.



52 INDEMNITY

52.1 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.

52.2 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.

52.3 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.

53 INSURANCE

53.1 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.

53.2 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.



54 **DISSOLUTION**

The members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid or provision has been made for them shall, on or before the dissolution of the Company be applied or transferred in any of the following ways:

- (a) to another body with objects similar to the Company; or
- (b) to another body, the objects of which are the promotion of charity and anything incidental or conducive thereto whether or not the body is a member of the Company.