

Company Number: SC207488

**The Companies Acts 1985 and 2006**

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**Private Company Limited by Guarantee**

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**Articles of Association**

**of**

**Scottish Canoe Association (the "Company")**

(adopted by a special resolution of the Company passed on 12<sup>th</sup> November 2016)

**1 Defined terms and interpretation**

1.1 In the Articles, unless the context requires otherwise:

"**Act**" means the Companies Act 2006;

"**address**" has the meaning given in section 1148 of the Act;

"**Annual General Meeting**" has the meaning given in article 29.2;

"**Anti-Doping Rules**" has the meaning given in article 45.3;

"**Appointed Directors**" means the three general directors without portfolio appointed in accordance with article 22.4

"**Appointments Committee**" shall be a committee comprised in accordance with article 22.7;

"**Articles**" means the Company's articles of association;

"**BC**" has the meaning given in article 2.1.3;

"**Board**" means the board of directors of the Company appointed pursuant to article 22 from time to time;

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which banks in Edinburgh are generally open for business;

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

"**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;

"**electronic means**" 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 that particular matter);

**"Group One Elected Directors"** means the chairperson, general secretary and finance director elected in accordance with article 22.3;

**"Group Two Elected Directors"** means the president, recreation director and competition director elected in accordance with article 22.5;

**"hard copy form"** has the meaning given in section 1168 of the Act;

**"Honorary Life Member"** shall mean a member admitted to honorary life membership of the Company in accordance with article 25.1.4;

**"Honorary Member"** shall mean a member admitted to honorary membership of the Company in accordance with article 25.1.3;

**"instrument"** means a document in hard copy form;

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

**"membership type"** means the type of membership for which an individual applies each being a sub-category of Voting Member or Non-voting Member. The membership type defines the benefits received by members in any given membership year as determined by the Board from time to time;

**"Non-voting Member"** has the meaning given in article 25.1.2;

**"Ordinary Resolution"** has the meaning given in section 282 of the Act;

**"Proxy Notice"** has the meaning given in article 37.1;

**"Relevant Loss"** has the meaning given in article 47.2

**"Relevant Officer"** means any person who is or was at any time a director, secretary or other officer (except an auditor) of the Company;

**"Rules and Regulations"** has the meaning given in article 45.1;

**"Special Resolution"** has the meaning given in section 283 of the Act;

**"Sport"** has the meaning given in article 2.1.1;

**"Voting Member"** has the meaning given in article 25.1.1; 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.

1.2 The relevant model articles (within the meaning of section 20 of the Act) are excluded.

1.3 Unless the context otherwise requires, other words or expressions contained in the Articles bear the same meaning as in the Act as in force on the date when the articles become binding on the Company.

- 1.4 Except where the contrary is stated or the context otherwise requires, any reference in the Articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

## 2 **Objects**

- 2.1 The objects for which the Company is established are:
- 2.1.1 to act as the governing body for the sport and recreation of canoeing (including every canoeing and paddling activity in which a paddler is facing in the direction of travel and uses a single or double bladed paddle) in Scotland, hereinafter called the “**Sport**”. All references to 'canoeing', 'canoe' and 'canoeist' in subsequent paragraphs shall, unless the context otherwise requires, be construed as the corresponding terms for any craft as defined above
- 2.1.2 to encourage and help all to promote their health wellbeing and education, to develop their self-reliance and independence, and to acquire a greater knowledge, enjoyment and care of the countryside through the use of canoes in competitive and recreational activities, and including the practice of camping and kindred activities in connection with canoeing;
- 2.1.3 to promote the Sport in all its forms and ways compatible with the preservation and protection of the countryside and wildlife, to initiate support and co-operate with others in proposals and activities, calculated to assist in the promotion of the objects of the Company and of the British Canoe Union, trading as British Canoeing (“**BC**”), and to combine or collaborate with other associations, bodies and organisations interested in water sport and recreation, the preservation of the countryside and access thereto;
- 2.1.4 to promote and organise or assist in promoting and organising, and to sanction, canoeing meetings, regattas, championships, trials, training sessions, tours, rallies, demonstrations, festivals, other competitive and recreational events and the overall development of the sport, to select, train and administer competitors to represent Scotland and to give encouragement and support to canoe expeditions;
- 2.1.5 to promote international co-operation and friendship by participation with canoeists and canoeing organisations in other countries in competitions, rallies and tours and by encouraging the arrangement of such events in Scotland in which canoeists from other countries may take part;
- 2.1.6 to be a member of and co-operate with all such bodies, organisations and associations, in particular as the constituent National Governing Body for Scotland in BC and otherwise as may be determined by the Board;
- 2.1.7 to arrange and provide for or join in arranging and providing for the holding of courses of instruction and exposition in canoeing skills and techniques, the coaching and assessment of skills and techniques, the establishment and conduct of a system of qualification for persons involved in such courses and testing, the establishment of standards of proficiency, the award of certificates or badges of attainment and the promotion of safety in the Sport;
- 2.1.8 to make and enforce Rules and Regulations and to formulate and issue guidelines concerning all forms and aspects of the Sport, the conduct and management of

any of the canoeing events referred to above, to encourage a code of conduct for canoeists and to make appropriate regulations to ensure that the carrying through of any such codes of conduct, disciplinary procedures and the anti-doping programme and Rules and Regulations are properly observed and to promote the observance of the said codes, procedures, programmes or rules by its members and others;

- 2.1.9 to protect the interests of canoeists, to work for improved facilities for canoeing in Scotland and for greater access to and along inland waters and to tidal waters for the purposes of the Sport;
- 2.1.10 to promote, assist and support any administrative or legislative measure or any proposal which in the opinion of the Board may be calculated to improve such facilities and access;
- 2.1.11 to assess and if necessary oppose as may be deemed appropriate proposals which, in the opinion of the Board, are likely to injure or reduce facilities and access or destroy the amenities of any waterway for any user;
- 2.1.12 to create and promote by publicity and education an informed and interested public opinion on the value and importance of the sport in its various forms, to provide meetings, publications, exhibitions, lectures and addresses, displays of pictures, films, models or by any other means, the collection and dissemination of knowledge about the Sport and canoeing waters in Scotland or elsewhere and promote the provision and development of additional facilities;
- 2.1.13 to provide and supply information and advice to members concerning the practice of competitive and recreational canoeing by means of books, periodicals, magazines, journals, leaflets, advertisements, website, electronic means, or any other appropriate methods;
- 2.1.14 to foster the technical improvement and development of canoes, canoeing equipment and other appliances and gear associated with the Sport;
- 2.1.15 to undertake or support or assist the undertaking of investigations and research relevant to the use of boats on inland and coastal waters and the collection and collation of evidence relating to the right of passage in boats;
- 2.1.16 to arrange with any person or undertaking or organisation for the provision of services for members of the Company in respect of insurances, travel facilities or the purchase of goods, equipment or appliances; and
- 2.1.17 to act as trustees, secretaries, managers and registrars and to provide services of any sort whatsoever for any association, society, club, committee, body or person interested in or associated with the Sport.

### **3 Powers**

- 3.1 In pursuance of the objects set out in article 2 the Company has the power to:
  - 3.1.1 obtain, collect and receive money and funds by way of contributions, subscriptions, fees, donations, legacies, awards, grants, covenants or by organising functions or events or by any other lawful method and to accept and receive gifts of property of any description (whether subject to any special trust or not);
  - 3.1.2 decide all doubtful and disputed points arising within Scotland in connection with the Sport;

- 3.1.3 make, vary, alter, maintain, impose and enforce the Rules and Regulations;
- 3.1.4 promote the teaching of the Sport and to encourage those recognised as coaches, educators, teachers, assessors, referees, umpires and officials;
- 3.1.5 co-operate with education authorities and establishments universities and generally the tertiary education system in the promotion of the Sport and of appropriate courses for participants, coaches, educators, teachers, assessors, referees, umpires and officials;
- 3.1.6 print, publish, issue, circulate and commission papers, periodicals, books, circulars and other literary works and to commission or make digital media, films, videos, wall charts and any other forms of visual aid in connection with the Sport;
- 3.1.7 institute, establish, contribute towards and administer scholarships, bursaries, grants, awards and other benefactions;
- 3.1.8 promote and encourage research and to collect and publish and procure the publication of the useful results thereof;
- 3.1.9 lay out, manage, equip and maintain facilities or accommodation (whether vested in the Company or not) to be used for the coaching, teaching or for competitive or recreational use for the Sport;
- 3.1.10 purchase, lease or by any other means acquire interests in or take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;
- 3.1.11 improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 3.1.12 apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, licenses, secret processes, trade marks, designs, protections, concessions and generally intellectual property or rights and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licenses or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- 3.1.13 invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- 3.1.14 lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and surety-ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);
- 3.1.15 borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets

(whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;

- 3.1.16 draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- 3.1.17 apply for, promote, and obtain any Act of Parliament, order or licence of the Department of Business, Enterprise and Regulatory Reform or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's articles, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- 3.1.18 enter into any arrangements with any government, body, or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges, and concessions;
- 3.1.19 subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority (supreme, municipal, local or otherwise) in any part of the world;
- 3.1.20 control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 3.1.21 promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- 3.1.22 sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same;
- 3.1.23 act as agents or brokers and as trustees for any person, firm or company or in any appropriate manner, and to undertake and perform sub-contracts;
- 3.1.24 remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company

which is a subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependents;

3.1.25 support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; and

3.1.26 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.

#### **4 Income**

4.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in article 2.

4.2 No portion of the income and property of the Company shall be paid or transferred directly or indirectly by way of a dividend, bonus or otherwise however so by way of profit to members of the Company and no Director of the Company shall be paid by salary or fees, or receive any remuneration or other benefit in money or money' worth from the Company for discharging his duties as such.

#### **5 Winding up**

If upon winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to those of the Company.

#### **6 Liability of members**

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

6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a member;

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

6.1.3 adjustment of the rights of the contributories among themselves.

#### **7 Directors' general authority**

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.

#### **8 Members' reserve power**

8.1 The members may, by Special Resolution, direct the directors to take, or refrain from taking, specified action.

8.2 No such Special Resolution invalidates anything which the directors have done before the passing of the resolution.

## 9 **Directors may delegate**

9.1 In accordance with article 7, the Board has authority to set the strategy and direction for the Company from time to time and while the directors may delegate certain powers which are conferred on them under the Articles:

9.1.1 to such person or committee;

9.1.2 by such means (including by power of attorney);

9.1.3 to such an extent;

9.1.4 in relation to such matters or territories; and

9.1.5 on such terms and conditions,

as they think fit. Any person to whom powers are delegated must comply with the strategy and direction for the Company as determined by the Board from time to time and act within the power delegated to them.

9.2 The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.

9.3 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

9.4 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## 10 **Committees**

10.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.

10.2 A member of a committee need not be a director.

10.3 Any person prohibited from being a director by law shall not be eligible to serve as a committee member and any person who is prohibited from being a director by law whilst serving as a committee member shall immediately cease to be a committee member. The provisions of articles 23.1.2 to 23.1.7 shall also apply to committee members.

10.4 The directors will make rules of procedure for all or any committees, including terms of reference and the procedure for election to the committees. The Articles prevail over these rules of procedure and terms of reference and procedures if they are not consistent with them. The rules of procedure and terms of reference will be reviewed and amended from time to time by the Board.

## 11 **Directors to take decisions collectively**

The general rule about decision-making by directors is that any decision of the directors must be either a majority decision of the Eligible Directors at a meeting or a decision taken in accordance with article 12.

## 12 **Unanimous decisions**

12.1 A decision of the directors is 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.



12.2 Such a decision may take the form of a resolution in writing signed by each Eligible Director (whether or not each signs the same document) or to which each Eligible Director has otherwise indicated agreement in writing.

12.3 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.

### 13 **Calling a directors' meeting**

13.1 Any director may call a directors' meeting by giving not less than three Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) to give such notice.

13.2 Notice of any directors' meeting must indicate:

13.2.1 its proposed date and time;

13.2.2 where it is to take place; and

13.2.3 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.

13.3 Notice of a directors' meeting need not be in writing and must be given or deemed to be given to each director.

13.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### 14 **Participation in directors' meetings**

14.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when

14.1.1 the meeting has been called and takes place in accordance with the Articles; and

14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

14.3 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 them is.

### 15 **Quorum for directors' meetings**

15.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 Subject to article 15.3, the quorum for directors' meetings shall be as follows:

15.2.1 where an even number of directors are appointed to the Board, the quorum for directors' meetings shall equal that number of directors in office divided by two, plus 1; and

- 15.2.2 where an odd number of directors are appointed to the Board, the quorum for directors' meetings shall equal that number of directors in office divided by two, plus 0.5.
- 15.3 For the purposes of any meeting (or any part of a meeting) held pursuant to article 19 to authorise a director's conflict, if there is only one Eligible Director other than the interested director(s) concerned, the quorum for such meeting (or any part of the meeting) shall be one Eligible Director.
- 15.4 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 to:
- 15.4.1 appoint further directors; or
- 15.4.2 call a general meeting so as to enable the members to appoint further directors.
- 16 Chairing of directors' meetings**
- 16.1 Subject to Article 16.2, the chairperson appointed in accordance with article 22.2.1 shall chair directors' meetings.
- 16.2 If no director has been appointed as chairperson in accordance with article 22.2.1, or the chairperson is unwilling to chair the meeting or is not participating 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.
- 17 Casting vote**
- 17.1 If the numbers of votes for and against a proposal are equal, the chairperson or other director chairing the meeting has a casting vote in addition to a deliberative vote.
- 17.2 Article 17.1 shall not apply if, in accordance with the Articles, the chairperson or other director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 18 Directors' interests**
- Except to the extent that article 19 applies or the terms of any authority given under that article otherwise provide, and without prejudice to such disclosure as is required under the Act, a director may be a party to, or otherwise interested in, any transaction or arrangement with the Company and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the Company.
- 19 Directors' conflicts of interest**
- 19.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 19.1, he would or might be in breach of his duty under the Act to avoid conflicts of interest, be or be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, (i) any undertaking which is a member of the Company or facilitates participation in the Sport; and/or (ii) any undertaking in the same group as the Company, or promoted by the Company or by any undertaking in the same group as the Company, or in which the Company or any undertaking in the same group as the Company is otherwise interested.
- 19.2 No director shall:

- 19.2.1 by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 19.1 (and no such benefit shall constitute a breach of the duty under the Act not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);
  - 19.2.2 be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 19.1; or
  - 19.2.3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under article 19.1 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.
- 19.3 A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
- 19.4 The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching his duty under the Act to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that:
- 19.4.1 such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the Articles, except that the director concerned and any other director with a similar interest:
    - 19.4.1.1 shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration;
    - 19.4.1.2 may, if the other directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and
    - 19.4.1.3 shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted; and
  - 19.4.2 where the directors give authority in relation to such a conflict:
    - 19.4.2.1 they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned and any other director with a similar interest as they may determine, including, without limitation, the exclusion of that director and any other director with a similar interest from the receipt of information, or participation in any decision-making or discussion (whether at meetings of the directors or otherwise) related to the conflict;

- 19.4.2.2 the director concerned and any other director with a similar interest will be obliged to conduct himself in accordance with any terms imposed from time to time by the directors in relation to the conflict but will not be in breach of his duties as a director by reason of his doing so;
- 19.4.2.3 the authority may provide that, where the director concerned and any other director with a similar interest obtains information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- 19.4.2.4 the authority may also provide that the director concerned or any other director with a similar interest shall not be accountable to the Company for any benefit that he receives as a result of the conflict;
- 19.4.2.5 the receipt by the director concerned or any other director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Act not to accept benefits from third parties;
- 19.4.2.6 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- 19.4.2.7 the directors may withdraw such authority at any time.

19.5 Subject to article 19.6, if a question arises at a meeting of directors or of a committee of 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 chairperson appointed in accordance with article 22.2.1, whose ruling in relation to any director other than the chairperson is to be final and conclusive.

19.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson appointed in accordance with article 22.2.1, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## 20 **Records of decisions to be kept**

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

## 21 **Directors' discretion to make further rules**

Subject to the 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.

## 22 **Appointment of directors**

22.1 Unless otherwise determined by Ordinary Resolution, the number of directors shall be more than six but no more than ten.

22.2 The Board shall comprise of the following roles:

22.2.1 chairperson, elected in accordance with article 22.3;

- 22.2.2 general secretary, elected in accordance with article 22.3;
- 22.2.3 finance director, elected in accordance with article 22.3;
- 22.2.4 three general directors without portfolio, appointed in accordance with article 22.4;
- 22.2.5 a president, elected in accordance with article 22.5;
- 22.2.6 a recreation director, elected in accordance with article 22.5;
- 22.2.7 a competition director, elected in accordance with article 22.5; and
- 22.2.8 any director appointed in accordance with article 22.6,

and it being the intention that at any time at least 25% of the Board shall be independent directors who shall, prior to their election or appointment in accordance with article 22.3, article 22.4 or article 22.5 (as the case may be), demonstrate their independence to the Appointments Committee or Board (as the case may be). For the purposes of this article, "independence" means persons external to the Sport and will also include persons involved in the Sport who can demonstrate their independence to the satisfaction of the Appointments Committee or Board (as the case may be) in any way, including, but not limited to: (i) not being an office bearer of a club that facilitates participation in the Sport (ii) not being a member of an SCA committee; (iii) not being involved in a performance pathway or having immediate family members involved in a performance pathway, (iv) not running a coaching course, other course or other event in connection with the Sport for financial gain; or (v) not being engaged in the Sport in any capacity for financial gain.

22.3 The chairperson, general secretary and finance director shall be elected as follows:

- 22.3.1 any prospective candidate must complete a prescribed application form in respect of the role for which they are applying and submit such completed application form to the Appointments Committee by the published deadline;
- 22.3.2 the Appointments Committee will then consider all timeously submitted application forms and meet with prospective candidates as is necessary to determine which candidate(s) satisfy the competency framework for the office of chairperson, general secretary or finance director (as the case may be);
- 22.3.3 the Appointments Committee will then provide to the Board the names of all those candidates who satisfy the competency framework for the office of chairperson, general secretary or finance director (as the case may be) and the Board shall call a general meeting of the Company for the members to elect a chairperson, general secretary or finance director (as the case may be);
- 22.3.4 in the event that only one candidate satisfies the competency framework for the vacant position of chairperson, general secretary or finance director (as the case may be) that candidate shall be elected if at least a majority of the members' properly recorded votes are in favour of that sole candidate's election at the general meeting. If there are two or more candidates who satisfy the competency framework for the vacant position of chairperson, general secretary or finance director (as the case may be), the Board shall issue with the notice of general meeting the list of candidates and provide details of each candidate's curriculum vitae; and
- 22.3.5 at the general meeting for the candidate for whom the highest number of properly recorded votes is cast by the members for the office of chairperson, general secretary or finance director (as the case may be) shall be declared elected and in the event of an equality of votes the chairperson shall have a casting vote.

- 22.4 The Board may appoint by a majority vote of the Board up to three suitable individuals, with appropriate skills and qualifications as may be determined by the Board, as general directors without portfolio.
- 22.5 The president, recreation director and competition director shall be elected as follows:
- 22.5.1 any prospective candidate must complete a prescribed application form in respect of the role for which they are applying and submit such completed application form to the Appointments Committee by the published deadline;
- 22.5.2 the Appointments Committee will then consider all timeously submitted application forms and meet with prospective candidates as is necessary to determine which candidate(s) satisfy the competency framework for the office of president, recreation director or competition director (as the case may be). In determining which candidate(s) satisfy the competency framework for the role of recreation director or competition director, the Appointments Committee shall have regard to the views of the Recreation or Competition Committees (as the case may be);
- 22.5.3 the Appointments Committee will then provide to the Board the names of all those candidates who satisfy the competency framework for the office of president, recreation director or competition director (as the case may be) and the Board shall call a general meeting of the Company for the members to elect a president, recreation director or competition director (as the case may be);
- 22.5.4 in the event that only one candidate satisfies the competency framework for the vacant position of president, recreation director or competition director (as the case may be) that candidate shall be elected if at least a majority of the members' properly recorded votes are in favour of that sole candidate's election at the general meeting. If there are two or more candidates who satisfy the competency framework for the vacant position of president, recreation director or competition director (as the case may be), the Board shall issue with the notice of general meeting the list of candidates and provide details of each candidate's curriculum vitae; and
- 22.5.5 at the general meeting the candidate for whom the highest number of properly recorded votes is cast by the members for the office of president, recreation director or competition director (as the case may be) shall be declared elected and in the event of an equality of votes the chairperson shall have a casting vote.
- 22.6 It shall be competent for the Board at any time to appoint any person with appropriate skills and qualifications as may be determined by the Board who is willing to act as a director as an additional director of the Company, but such director shall only hold office until close of the next Annual General Meeting after he was appointed.
- 22.7 The Appointments Committee will be a committee of the Board responsible for assessing whether prospective candidates, who have submitted application forms in accordance with article 22.3.1 or article 22.5.1, have the requisite skills and experience to carry out the proposed role on the Board. The Appointments Committee will comprise of 4 members, 3 or more of which will be directors of the Company.
- 22.8 Each director of the Company shall, subject to article 23, not hold office for a continuous period extending beyond the end of the sixth Annual General Meeting after the general meeting at which he was first appointed.
- 22.9 At each Annual General Meeting, one director from each of the Group One Elected Directors, Appointed Directors and Group Two Elected Directors shall retire from office whereupon they may be re-elected if approved by the members by Ordinary Resolution at the Annual General Meeting. In each case the director to retire at the Annual General Meeting from each of the Group One Elected Directors, Appointed Directors and Group Two

Elected Directors shall be the one longest in office since their last election or appointment and, as between persons elected or appointed on the same day, the one to retire shall (unless they agree amongst themselves) be determined by the chairperson, except where the chairperson is one of the directors in question and in such case, lots shall be drawn among the relevant directors. Where a director retires in accordance with this article 22.9 and is re-appointed by the members by Ordinary Resolution at the Annual General Meeting, their retirement shall have no impact on their term of office in accordance with Article 22.8.

- 22.10 Subject to the terms of the Articles, it shall be competent for the Board at any time to appoint any person who is willing to act as a director to fill a vacancy arising for whatever reason and such director appointed by the Board shall hold office until close of the Annual General Meeting at which either the director ceasing to hold office was due to stand down or the particular portfolio was next up for re-election (as the case may be).

## 23 **Termination of director's appointment**

- 23.1 A person ceases to be a director as soon as:

23.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

23.1.2 he becomes bankrupt, is sequestrated or makes any arrangement or composition with his creditors generally;

23.1.3 that person dies or 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;

23.1.4 in the opinion of a majority of his co-directors expressed at a directors' meeting or otherwise, it is decided that he is failing to carry out the duties incumbent on him and thereafter at a directors' meeting a majority the Board resolves that his office be vacated;

23.1.5 for more than three consecutive months he has been absent (without permission of the Board or without reasonable excuse) from meetings of the Board held during that period;

23.1.6 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; or

23.1.7 he is otherwise duly removed from office.

## 24 **Directors' expenses**

- 24.1 The Company may pay any reasonable expenses which the directors (and company secretary (if any)) properly incur in connection with their attendance at:

24.1.1 meetings of directors or committees of directors; or

24.1.2 general meetings,

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

## 25 **Applications for membership**

- 25.1 The classes of Membership shall be as follows:

25.1.1 Voting Member

This class of membership shall be open to any individual, who has attained at least the age of eighteen years at the beginning of their year of membership of the Company, with an interest in the Sport who wishes to support the objectives of the Company and receive the benefits of membership. A Voting Member shall be entitled to attend, speak and vote at a general meeting of the Company and shall have the right to stand for office in the Company either as a director or a committee member. Voting Members are bound by the provisions of article 6.

25.1.2 Non-voting Member

This class of membership shall be open to any individual, who is under the age of eighteen years at the beginning of their year of membership of the Company, with an interest in the Sport who wishes to support the objectives of the Company and receive the benefits of membership. A Non-voting Member shall be entitled to attend and speak at a general meeting of the Company but shall not have the right to vote at a general meeting. A Non-voting Member shall not have the right to stand for office in the Company either as a director or a committee member and is not bound by the provisions of article 6.

25.1.3 Honorary Member

This class of membership shall be bestowed by the Board on any individual, who has attained at least the age of eighteen years at the beginning of their year of membership of the Company, who is not already a member of the Company but who the Board would like to receive the benefits of membership. This class of membership shall be for a fixed period as determined by the Board on a case by case basis. An Honorary Member shall be entitled to attend, speak and vote at a general meeting of the Company and shall have the right to stand for office in the Company either as a director or a committee member. Honorary Members are bound by the provisions of article 6.

25.1.4 Honorary Life Member

This class of membership shall be bestowed by the Board on any existing member of the Company, who has attained at least the age of eighteen years who, in the opinion of the board, merits being awarded Honorary Life Membership in recognition of their long and distinguished service to the Sport. An Honorary Life Member shall be entitled to attend, speak and vote at a general meeting of the Company and shall have the right to stand for office in the Company either as a director or a committee member. Honorary Life Members are bound by the provisions of article 6.

25.2 All applicants wishing to become a member of the Company shall be required to complete an application form in the format(s) provided by the Company, as determined and published by the Board from time to time, or provide such information to the Company as is requested and provide any relevant information in support of such application. The Board shall determine the specific benefits of each membership type and reserves the right to amend these benefits from time to time. In submitting the application form, the applicant agrees (and where the form is submitted by a club or other organisation on behalf of an applicant, the applicant will have been deemed to have given their agreement) to:

- 25.2.1 be bound by the terms of the Articles, including the provisions of article 6;
- 25.2.2 be bound by the terms of the Rules and Regulations;
- 25.2.3 accept the policies, rules and conditions in relation to membership; and



- 25.2.4 pay membership fees applicable to that class of membership.
- 25.3 All applications for membership must be submitted to the Board accompanied by any relevant information in support of such application and appropriate annual membership fee.
- 25.4 Subject to article 25.5, each application for membership shall be considered by the Board and be granted or refused at the sole discretion of the Board. The Board shall inform the applicant in writing of the Board's decision within [10] Business Days of the Board's decision. Where an application for membership has been accepted, the Board shall arrange for the details of the successful applicant to be entered into the Register of Members. Where an application for membership has been refused the annual membership fee paid to the Company by the applicant shall be returned or refunded.
- 25.5 The Board may delegate responsibility for day to day decisions on the acceptance of applications for membership to a sub-committee of the Board constituted for that purpose.
- 26 Annual membership fees**
- 26.1 The Board shall fix the annual membership fees payable by each membership type with effect on 31 December each year unless the Board decide otherwise.
- 26.2 A member's membership fee shall be due for payment annually on the anniversary of the last day in the month in which the member originally became a member of the Company and failure by any member to pay his annual membership fee by the due date will result in that member's membership of the Company being automatically terminated in accordance with article 27.3.
- 27 Termination of membership**
- 27.1 Any member may withdraw from membership of the Company by giving seven days' notice to the company in writing. Notwithstanding resignation from membership of the Company, membership fees for the full year in which the member resigns will be payable.
- 27.2 Membership is not transferable and a person's membership will terminate when that person dies.
- 27.3 The failure by any member to pay its annual membership fees by the due date shall result in that member's membership of the Company being automatically terminated, along with any and all applicable rights and privileges of membership.
- 27.4 The Board may terminate the membership of any member without his consent by giving him written notice if, in the reasonable opinion of the directors:
- 27.4.1 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 directors into disrepute;
- 27.4.2 he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- 27.4.3 he has failed to observe the terms of these Articles and/or the Rules and Regulations.
- 27.5 Following termination, the Board shall arrange for such member to be removed from the Register of Members.
- 27.6 Any member whose membership is terminated in accordance with article 27.4 shall not be entitled to a refund of any annual membership fees and shall remain liable to pay to the Company any sum owed by him.

**28 Attendance and speaking at general meetings**

28.1 A person may exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

28.2 A person is able to exercise the right to vote at a general meeting when:

28.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

28.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

28.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

**29 Calling general meetings**

29.1 The members may:

29.1.1 require the directors to call a general meeting of the Company in accordance with section 303 of the Act; and

29.1.2 require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with section 292 of the Act.

29.2 The Company shall hold a general meeting in every calendar year as its Annual General Meeting, the date and time of such meeting to be determined by the Board.

29.3 All general meetings other than the Annual General Meeting shall be called general meetings.

**30 Quorum for general meetings**

30.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

30.2 The quorum for general meetings shall be 25 members of the Company, who are entitled to vote at a general meeting, present in person or by proxy.

**31 Chairing general meetings**

31.1 The chairperson appointed in accordance with article 22.2.1 shall chair general meetings if present and willing to do so.

31.2 If chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

31.2.1 the directors present; or

31.2.2 (if no directors are present), the meeting,

must appoint a director or member (as the case may be) to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

31.3 In accordance with paragraph 2(5), Schedule 5 of Companies Act 2006 (Commencement No. 5, Transitional Provisions and Savings) Order 2007, the chairperson of a general meeting of the Company will have a casting vote in addition to a deliberative vote.

## 32 **Attendance and speaking by directors and non-members**

The chairperson of a general meeting may invite other persons who are not members or otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

## 33 **Adjournment**

33.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, chairperson of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum.

33.2 The chairperson of a general meeting may adjourn a general meeting at which a quorum is present if:

33.2.1 the meeting consents to an adjournment; or

33.2.2 it appears to the chairperson 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.

33.3 The chairperson must adjourn a general meeting if directed to do so by the meeting.

33.4 When adjourning a general meeting, the chairperson must:

33.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

33.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

33.5 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):

33.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

33.5.2 containing the same information which such notice is required to contain.

33.6 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.

## 34 **Voting: general**

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 the Articles.

35 **Errors and disputes**

35.1 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.

35.2 Any such objection must be referred to the chairperson of the general meeting, whose decision is final.

36 **Poll votes**

36.1 A poll on a resolution may be demanded:

36.1.1 in advance of the general meeting where it is to be put to the vote; or

36.1.2 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.

36.2 A poll on a resolution may be demanded by:

36.2.1 the chairperson of the meeting;

36.2.2 the directors; or

36.2.3 any qualifying person (as defined in section 318 of the Act) present and entitled to vote on the resolution.

36.3 A demand for a poll may be withdrawn if:

36.3.1 the poll has not yet been taken; and

36.3.2 the chairperson of the meeting consents to the withdrawal.

36.4 A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

36.5 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

37 **Content of Proxy Notices**

37.1 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:

37.1.1 states the name and address of the member appointing the proxy;

37.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

37.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

37.1.4 is delivered to the Company in accordance with the Articles at least 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this, an appointment of a proxy may be accepted by the Board at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).

- 37.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 37.3 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 and when such Proxy Notice prescribes how the proxy is to act, the proxy must comply with the instructions given by the appointor.
- 37.4 The Company shall not be obliged to ascertain that a proxy has complied with the instructions given to him in the Proxy Notice by the appointor and no decision on any resolution shall be vitiated by reason only that a proxy has not done so. Notwithstanding the foregoing, where the chairperson is aware that a proxy holder has acted in contravention of instructions given to him by the appointor in the Proxy Notice, the chairperson shall disregard the relevant vote of the proxy and deem it to be given by the appointor in the manner so instructed in the Proxy Notice.
- 37.5 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:
- 37.5.1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; or
- 37.5.2 has been instructed by one or more of those members to vote for the resolution in the same way (either for or against) and has been given discretion by one or more other of those members as to how to vote on the resolution,
- the proxy is entitled to one vote for and one vote against the resolution.
- 37.6 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 37.6.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 37.6.2 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.
- 38 Delivery of Proxy Notices**
- 38.1 A person 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 person and in such circumstances the Proxy Notice would automatically deemed to be revoked.
- 38.2 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.
- 38.3 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.
- 38.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

39 **Amendments to resolutions**

39.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

39.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine); and

39.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

39.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

39.2.1 the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

39.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

39.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

40 **Means of communication to be used**

40.1 Subject to the Articles, anything sent or supplied by or to the Company under the 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.

40.2 Except insofar as the Companies Acts require otherwise, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors think fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.

40.3 A member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the Company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the Company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.

40.4 Subject to the 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.

40.5 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 48 hours.

40.6 A director shall within 5 Business Days of being appointed provide the Company and Chairperson with details of his residential address, contact telephone number and email address for the purpose of any notice or document to be sent or supplied to that director.

#### 41 **Deemed delivery of documents and information**

41.1 Any document or information sent or supplied by the Company shall be deemed to have been received by the intended recipient:

41.1.1 where the document or information is properly addressed and sent by second class post to an address in the United Kingdom, three Business Days following the day (whether or not it is a working day) on which it was put in the post and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post;

41.1.2 where (without prejudice to article 41.1.4) the document or information is properly addressed and sent by international post to an address outside the United Kingdom, five Business Days after it was put in the post, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post;

41.1.3 where the document or information is not sent by post but delivered personally or left at the intended recipient's address, on that day if it was a Business Day between the hours of 9am and 5pm or at 9am on the next Business Day;

41.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent; and

41.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

#### 42 **Company seals**

42.1 Any common seal may only be used by the authority of the directors.

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

42.3 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.

42.4 For the purposes of this article, an authorised person is:

42.4.1 any director of the Company;

42.4.2 the company secretary (if any); or

42.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

43 **No right to inspect accounts and other records**

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.

44 **Secretary**

Subject to the Act, the directors may appoint a company secretary (or two or more persons as joint secretary) for such term and upon such conditions as the directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the directors.

45 **Rules and Regulations**

45.1 The directors may establish, publish and enforce rules, regulations, bye-laws, policies and procedures and codes of conduct for the control and governance of the Sport in Scotland that are required from time to time for the effective operation of the Company and the Sport (the "**Rules and Regulations**").

45.2 All Rules and Regulations may be amended by the Board from time to time and if there is a conflict between the terms of these Articles and the Rules and Regulations, the terms of these Articles shall prevail.

45.3 In the area of anti-doping, the Company defers to the jurisdiction of BC (or any successor body) and as such:

45.3.1 the anti-doping rules of BC (the "**Anti-Doping Rules**") apply to the Sport in Scotland;

45.3.2 persons participating in the Sport under the jurisdiction of the Company who qualify as 'Participants' (as that term is defined in the Anti-Doping Rules) are bound by and must comply in all respects with the Anti-Doping Rules.

The Company shall recognise and take all necessary steps to give full force and effect within its jurisdiction to the Anti-Doping Rules and to any sanction(s) imposed under the Anti-Doping Rules.

46 **Indemnity**

46.1 Subject to article 46.2 (but without prejudice to any indemnity which a Relevant Officer is otherwise entitled):

46.1.1 a Relevant Officer may be indemnified out of the Company's assets to whatever extent the directors may determine against:

46.1.1.1 any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any undertaking in the same group as the Company;

46.1.1.2 any liability incurred by that officer in connection with the activities of the Company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);

46.1.1.3 any other liability incurred by that officer as an officer of the Company or any undertaking in the same group as the Company; and

46.1.2 the Company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a Relevant Officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any undertaking in the same group as the Company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the



purposes of an application for relief, or in order to enable the Relevant Officer to avoid incurring such expenditure.

46.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

47 **Insurance**

47.1 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.

47.2 In this article, a “**Relevant Loss**” means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that officer's duties or powers in relation to the Company, any undertaking in the same group as the Company or any pension fund or employees' share scheme of the Company or any undertaking in the same group as the Company.