

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF SCOTTISH ORIENTEERING ASSOCIATION

1. PRELIMINARY

1.1 In these Articles and any Regulations hereunder:-

"the Act" means the Companies Act 1985 as amended and every statutory modification or re-enactment thereof for the time being in force;

"Articles" means these Articles of Association or any Article thereof;

"Board" means the Board of Directors of the Company;

"Bye-law" means any Bye-law adopted by the Board and published by the Company as binding on the entire membership in terms of Article 7.2;

"Clear Days" in relation to a period of notice means that period excluding the day when the Notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"Registered Office" means the registered office of the Company as intimated to Companies House in Edinburgh;

"Rules" means the rules of the International Orienteering Federation under which the Sport is conducted world wide as adopted by the British Orienteering Federation and as varied by the Company;

"Staff" means the employees of the Company (whether full-time or part-time) .

1.2 Unless the context otherwise requires, the singular shall include the plural and vice versa, the masculine shall include the feminine and bodies corporate and unincorporated. Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

2. MEMBERSHIP

The subscribers to the Memorandum of Association and such bodies or individuals as are admitted to membership in accordance with the Articles shall be members of the Company.

2.1 Membership shall be open to Individuals, Families, Clubs, or Groups actively interested in promoting and developing the sport, subject to the following conditions in this Article.

2.2 Categories of Membership

There shall be the following categories of membership:-

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2.2.1 Individual Members: Individual membership shall be available to persons who have attained their sixteenth birthday, who have complied with the Membership Bye-law, and have paid the appropriate membership fee;

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2.2.2 Youth Members: Youth membership shall be available to persons under the age of sixteen, who have complied with the Membership Bye-law, and have paid the appropriate membership fee;

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2.2.3 Family Members: Family membership shall be available to families who have complied with the Membership Bye-law and have paid the appropriate membership fee;

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2.2.4 Honorary Members: Honorary membership shall be open to such individuals who have given outstanding service or shown outstanding achievement in the Sport as shall have honorary membership conferred on them by a General Meeting of the Company on the recommendation of the Board.

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2.2.5 Patrons: It shall be open to the Board to appoint Patrons to the Company on such terms as it may determine.

2.2.6 Other Categories of Membership: Other categories of membership may be defined in the Membership Bye-law.

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2.3 Membership Bye-laws

The Company may adopt such Membership Bye-laws as it may deem to be necessary and expedient for the purposes of

- (i) prescribing other categories of membership and the voting rights of such other categories of members;
- (ii) prescribing conditions of membership, together with the admission and classification of all or any of the classes of membership; and
- (iii) the membership fees payable

Notwithstanding clause 7.2 which generally authorises the Board to adopt Bye-laws, Membership Bye-laws shall only be adopted by a General Meeting of the Company, or by the Board with the prior approval of a General Meeting of the Company.

2.4 Admission or Affiliation to the Company

Any individual or family, desirous of joining the Company will be required to submit such information as may from time to time be required by the Board and will be required to deliver that together with such supporting documentation as may be required by the Board along with the appropriate annual membership fees. The Board shall consider the application and may at their discretion hear verbal submissions from any applicant. The admission or affiliation of individuals and families shall be determined promptly by the Board who have the power to grant or refuse admission to membership on such terms as the Board may from time to time determine. For the avoidance of doubt, admission will not be granted until after receipt by the Company of the appropriate annual membership fees. Membership is open to all and no applications will be refused on other than reasonable grounds. There will be no discrimination either in membership or in the provision of facilities or services on grounds of race, occupation, sex (save in the organisation of classes for competition) or religious, political or other opinion.

2.5 Unless with the prior written approval of the Board, it shall be a precondition of membership that each member shall observe the Company's child protection policies and procedures.

2.6 Each member shall be bound by and shall abide by these Articles of Association, and any Rules, Bye-laws or policies made under the powers given in the Memorandum and Articles of the Company as well as any codes of conduct, disciplinary procedures and rules and anti-doping programmes which may be adopted from time to time by the Board. Any failure by any such member so to act will render such person liable to

be treated as having been guilty of misconduct in terms of Article 13 and they may therefore be subject to discipline in terms of Article 14.

2.7 Voting Rights

For the avoidance of doubt Honorary members and Youth members shall have no voting rights. Individual members shall each have one vote. Families shall have one vote for each member of the family over the age of sixteen and present at any Meeting. Voting rights for other categories of members shall be as determined by the Membership Bye-laws. No member shall vote at any General Meeting in the Company unless all monies payable by the member have been settled. No proxy vote shall be allowed.

2.8 Termination of Membership

A member shall cease to be a member of the Company if their resignation from the Company is intimated in writing or there is a failure to pay the subscription and fees by the due date. The rights and privileges of membership are not transferable and shall cease on any member ceasing to be a member for whatever reason.

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The Board may by a resolution passed by a two thirds majority present and voting at a Board meeting terminate the membership of the Company of any individual or family member with effect from the date determined in such resolution after observing the rules of natural justice and in accordance with Articles 13 and 14 herein. After termination of membership, however caused, the rights of such a member shall cease but without prejudice to any outstanding claims by the Company against such a member or by such a member against the Company.

3. **ANNUAL MEMBERSHIP FEES, LEVIES, etc**

3.1 Annual Membership Fee

The annual membership fee due to the Company from each category of membership shall be fixed annually at the Annual General Meeting of the Company. It shall also be competent for a General Meeting on a resolution proposed by the Board to fix a levy on the membership for expenditure which is necessary for the purposes of the Company but could not have been foreseen at the time of the fixing of the membership fees as set out above.

3.2 Membership fees shall be due and payable by 1st January at the rate fixed at the previous Annual General Meeting. Failure to make payment within six weeks of the due date will result in the defaulting member being liable for a penalty and also the defaulter being debarred from participating in and benefiting from any of the activities of the Company and the withholding of membership until such time as the monies due are paid.

4. THE MEMORANDUM & ARTICLES OF ASSOCIATION AND CODES OF CONDUCT, ETC.

4.1 No amendment to the Company's Memorandum or Articles of Association shall be made unless by means of a Special Resolution passed at a General Meeting called inter alia for the purpose of which due notice has been given in terms of Articles 5.3 and 5.4 and passed by not less than three-quarters of the Members present entitled to vote and voting.

4.2 It is further the Company's policy to promote good practice and compliance in the following areas which shall also be binding on members without prejudice to the foregoing generality to the extent promulgated by the Company:-

- (a) the Rules;
- (b) the Bye-laws of the Company;
- (c) the policies of the Company;

5. GENERAL MEETINGS

5.1 The Company shall hold a General Meeting in every calendar year as its Annual General Meeting before the 30th June or otherwise as may have been decided at the previous Annual General Meeting. Each member shall have voting rights as set out in Article 2.6 herein.

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5.2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Board may whenever they think fit convene an Extraordinary General Meeting. Extraordinary General Meetings shall be convened on such requisition or in default may be convened by not less than ten per cent of the voting Members. When such a requisition is received the board shall be bound to

make arrangements to give appropriate notice to the membership of such Extraordinary General Meeting within 28 days. It shall be competent for the Board, on receipt of a requisition containing a resolution which may be incompetent or unclear, with the consent of the proposer and the seconder of the resolution to amend the resolution before it is intimated to the members.

5.3 Notice

Intimation of business and notices of motions or resolutions (from voting members) to be brought before the Annual General Meeting shall be intimated in writing not less than eight weeks before the date of the meeting to the Company Secretary. Nominations for election to the Board called for in terms of this Article 5 shall also be lodged with the Company Secretary at least six weeks before the date of the Annual General Meeting.

5.4 Thereafter the Company Secretary shall ensure that where intimation has been properly given of proposed amendments to the Memorandum, or to the Articles of Association, such shall be intimated to members at least six weeks prior to the date for the Annual General Meeting, such that any amendments to the amendments are required to be intimated to the Company Secretary in writing not less than four weeks prior to the Annual General Meeting. Thereafter, the Board shall ensure that not less than twenty one clear days' notice in writing of every Annual General Meeting and of every General Meeting convened to pass a Special Resolution and not less than fourteen days' clear notice in writing of every other General Meeting specifying the place, date and the hour of the meeting and in the case of special business the nature of that business shall be given. The accidental omission to give notice of an Annual General or Extraordinary General Meeting to or the non receipt of such notice by any Member entitled to receive notice thereof shall not invalidate any resolution passed at or any proceedings of any General Meeting.

5.5 Twenty Individual or Family Members shall be a quorum for a General Meeting.

5.6 The Annual General Meeting shall elect from nominations in terms of Article 5.3 a President, a Secretary and a Treasurer who will hold office for a term of three years, and at the expiry of that term be eligible for re-election for one further term of three years, after which they are not eligible for re-election for a period of one year. The President will be a voting member of the Board and will chair General and Board Meetings during his term of office.

5.7 The Annual General Meeting shall also elect up to nine other Directors from nominations received in terms of Article 5.3. Each of these Directors shall subject to Article 5.8 hold office for a term of three years, and at the expiry of that term shall be eligible for re-election for one further term of three years, after which they shall not be eligible for re-election for a period of one year, unless they are elected as one of the President, Secretary or Treasurer. These Directors shall be responsible for one or other of finance, performance, operations, development, partnership and marketing and communications which portfolios and others may be re-allocated or re-titled by the Board. Not more than two Directors may be elected from any one Member club.

5.8 At each Annual General Meeting, one third of the Directors elected in terms of Article 5.7 (or the nearest number upwards) shall retire from office. If no other Director or Directors has or have decided or agreed to retire thereat, the Directors to retire at the Annual General Meeting shall be the one or ones longest in office since their last election but, as between persons elected or last elected on the same day, the one or ones to retire shall (unless they agree amongst themselves) be determined by lot. At the First Annual General Meeting after the adoption of these Articles the number of votes cast for each Director shall be recorded. At the succeeding Annual General Meeting, those to retire (and seek re-election if so advised) shall be those who received the lowest number of votes at the previous Annual General Meeting. At the next Annual General Meeting, those to retire shall be those who secured the next lowest number of votes; in the event of equality of votes, those to retire shall (unless they agree amongst themselves) be determined by lot. No Director shall be entitled to serve more than six years continuously as such (unless he or she is elected separately as President, Secretary or Treasurer in terms of Article 5.6) but will be eligible for re-election after an interval of one year.

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5.9 The Annual General Meeting shall also elect an appropriately qualified accountant, to be responsible for certifying the financial statements of the Company to the Annual General Meeting.

5.10 The business of the Annual General Meeting shall include:-

- (a) Roll Call and appointment of Tellers;
- (b) the approval of the Minutes of the previous Annual General Meeting and of any subsequent Extraordinary General Meetings;

- (c) such reports as the Board might consider appropriate to bring before the Annual General Meeting for approval or information;
- (d) any Special Resolutions to alter the Memorandum and Articles of Association;
- (e) the submission of the Annual Financial Statements appropriately certified;
- (f) the fixing of membership fees and any levies;
- (g) the election of the President, Secretary and Treasurer when required;
- (h) the election of the other Directors;
- (i) the election of an appropriately qualified accountant;
- (j) the Bye-law review; and
- (k) any other competent business

5.11 Chairman

At all General Meetings, the President shall preside as chairman of the Meeting and in the absence of the President, the Board shall elect one of their number to take the chair. The chairman of the meeting shall have a casting vote as well as any deliberative vote to which he may be entitled, in the case of equality.

5.12 Voting

All matters on which a division takes place, other than alterations of the Memorandum and Articles of Association shall be decided by a simple majority vote. In the event of a vote being required on any matter at a General Meeting, the vote shall be taken by a count of a show of hands or ballot as the Chairman may determine. Declaration of the result by the Chairman of the Meeting shall be final.

6. THE BOARD OF DIRECTORS

6.1 The affairs of the Company shall be under the management of the Board of Directors.

6.2 The Board shall consist of:-

- (a) the President who shall be a voting member of the Board, chair meetings of the Board and have a casting vote in addition to his deliberative vote at any Board meeting in the case of equality:
- (b) the Secretary and Treasurer and up to nine Directors who shall be elected at the Annual General Meeting in terms of Article 5.7 and at each Annual General Meeting thereafter in terms of Article 5.8; -

6.3 It shall also be competent for the Board to co-opt a person who is willing to act as a Director to fill a vacancy but such Director shall hold office only to the expiry of the term of the Director whose place he or she is taking when he or she shall be required to stand for re-election.

6.4 Fifty per cent of serving Directors present will constitute a quorum of the Board. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall (unless otherwise agreed by the members present) stand adjourned to a date within the following fourteen days, provided there are no changes to the Agenda, at the same time and place, when the Directors present will constitute a quorum. Each Director has one vote.

6.5 A Director may participate in a meeting of the Board by means of video conferencing, conference telephone or similar communications equipment whereby all the members of the Board participating in the meeting can hear each other and the members of the Board participating in a meeting in this manner shall be deemed to be present in person at such meeting for the purpose of Article 6.4 herein.

7. POWERS AND DUTIES OF THE BOARD

7.1 The Board will govern all the normal affairs of the Company and will be accountable to the Membership of the Company at the Annual General Meeting for the performance of the Company in implementing the strategic and operational plans. The Board will have power in particular to appoint committees for such purposes and with such remits, budgets and membership as the Board deems appropriate.

7.2 The Board shall have power for the proper and efficient regulation of the affairs of the Company to make, adopt and amend Bye-Laws, policies and Codes of Conduct to govern all those involved in the Company whether as members, officials,

competitors, coaches, or otherwise which shall be binding on all such persons. The Board shall also have power to communicate and consult with the Membership by whatever means or structure they deem appropriate.

- 7.3 The Board shall have the right to call for production of copies of the Constitution, Membership statistics and Financial Statements of all clubs and groups in membership.
- 7.4 Save as otherwise provided, the Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit but shall meet not less than four times a year. Notice for meetings of the Board along with a full agenda of the business to be transacted and copies of all minutes to be submitted for approval shall be sent to each Board member at least seven clear days prior to the meeting (except for urgent business where, with the prior approval of all Directors then in Scotland, a Board meeting may be held on shorter notice with or without a previously intimated agenda). It shall nevertheless be competent where a decision is required on a matter in an emergency not covered by these Articles or the Bye-Laws and before a meeting can or need be arranged for such a matter to be determined by the President in consultation with an another Director. It shall be the responsibility of the Chairman to ensure that the full Board is notified as soon as possible after any such emergency action has been taken.
- 7.5 The Board shall appoint those persons who may be required to represent the Company on other bodies.
- 7.6 The Board shall decide to whom it will circulate such reports of its meetings from time to time.
- 7.7 The Board may be paid all travelling, hotel and other expenses properly and necessarily incurred and vouched by them in connection with their attendance at meetings of the Board or committees or otherwise in connection with the discharge of their duties.

8. RESIGNATION OF BOARD MEMBERS

The office of Director shall be vacated:-

- (a) if he or she shall without the consent of the Company become an employee of the Company;

- (b) if he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally;
- (c) if he or she becomes prohibited from being a Director by reason of any order made under the Company Directors' Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being or in force;
- (d) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity as certified (if necessary) by two medical practitioners is expected to continue for a period of more than six months from the date or later date of such certification;
- (e) if by notice in writing to the Company he or she resigns his or her office;
- (f) if he or she is directly interested in any contract with the Company and fails to declare the nature of his or her interest in the manner required by Article 10 and the Board resolves that he or she vacates that office; or
- (g) if the Director fails to attend Board Meetings for six months and the Board resolve that that Director vacate his or her post.

9. COMMITTEES

- 9.1 The Board will establish, appoint the members of and provide remits for committees, and working parties to advise on and oversee the implementation and operation of the strategy and policies of the Company, and shall terminate such remits as the Board may think fit.
- 9.2 Committees may include discipline. The Board will provide the remits for each of the committees and is thus empowered to delegate its functions under these headings to these committees as set out in the remits.
- 9.3 In every case any committee or working party shall be governed by the remit and regulations of the Board and shall be required to provide any reports (including minutes of their meetings) to the Board as specified by the Board. No committee or working party shall have power to bind the Company at law without the prior approval of the Board.

9.4 All acts done by any meeting of the Board or of any committee or working party shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member of any such body acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board.

10. CONFLICTS OF INTEREST

Any person being nominated for election as a director or for appointment to any committee or working party who has any financial interest in the Sport shall before accepting such nomination or appointment, state in writing to the Company Secretary all such interests, and the Company Secretary shall forward such statement to the President for his consideration and for intimation to the meeting at which such election is to be held or appointment is to be made. No person having made such a statement of financial interest shall act as a director or a member of any committee or working party until notified of acceptance of his membership of the Board, committee or working party by the Company Secretary. The above provisions shall apply mutatis mutandis to any person who subsequent to such nomination election or appointment as the case may be acquires any financial interest in the Sport.

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All Directors and Staff of the Company together with any committee or working party members have an obligation to declare any interest which might arise in respect of dealings with the Company by themselves and/or by parties with whom they are connected or associated and where such arise to avoid conflicts of interest by way of such declaration either of a general nature to the Company Secretary on an annual basis (in which case the Company Secretary shall intimate the declaration to the next meeting of the Board) or of a specific nature to the chairman of the meeting in question (who shall intimate the declaration to the meeting in question). Where a conflict, real or potential, arises in any meeting, it will be up to the chairman of the meeting in question to determine:

- (a) whether the potential or real conflict simply be minuted; or
- (b) whether in addition the Director or committee member in question, whilst being permitted to remain at the meeting in question, must not partake in discussions or decisions relating to such matter; or

- (c) whether in addition the Director or committee member in question should be required to leave the meeting during the discussion on that particular matter whether or not that leaves the meeting inquorate, in which latter case the meeting shall proceed as if quorate and its decisions shall be binding.

11. FINANCE

- 11.1 The Board shall be responsible for the setting of budgets and the keeping of accounts and records showing a true and fair view of the financial affairs and intromissions of the Company. The Board shall be responsible for overseeing the operation of any banking arrangements made by or on behalf of the Company and arrangements for the collection of the fees, club subscriptions, any levies and all other revenue of the Company.
- 11.2 The financial statements shall be brought to a balance on the 31st day of December in each year or such other date as may be prescribed from time to time by the Board, and thereafter submitted for certification. The accounts shall subsequently be submitted after certification for approval at the next Annual General Meeting. The books of account shall be open for inspection by members of the Board of the Company but shall otherwise be available for inspection only as the Board may determine.

12. NOTICES

- 12.1 A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to the last intimated Secretary or to the individual at their address or by verified fax or by e-mail or otherwise in compliance with the Electronic Communications Act 2000. Only those members which or who are listed with the Company and have complied with their obligations to the Company will be entitled to receive notices from the Company.
- 12.2 Any notice served by post shall be deemed to have been served on the day following on that which the letter containing the same is put into the post and in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a first class letter.

13. MISCONDUCT

For the purposes of Article 14 the following may amount to "Misconduct" and may

give rise to disciplinary action:-

- (a) a breach of the Rules ,these Articles or any Bye-laws, or policies made hereunder and in particular the areas of good practice set out in Article 4.2;
- (b) the commission of a "doping offence" as defined in the World Anti-Doping Agency Rules as implemented by the British Orienteering Federation and as varied by the Company or any other anti-drug policies as the Company may from time to time adopt and publish;
- (c) a breach of any of the conditions of any Code of Conduct adopted by the Company and published as such;
- (d) a breach of any child protection policy adopted by the Company and published as such
- (e) any conduct, act or omission which in the view of the Board or the appropriate Committee is or was detrimental to the interests of the Sport.

14. DISCIPLINE

For the avoidance of doubt, the Board shall have power to prohibit any act or practice by organisations or individuals under the jurisdiction of the Company which in the opinion of the Board is or was detrimental to the interests of the Sport and to inflict penalties whether by way of fines, suspension, expulsion or otherwise for any misconduct as defined in Article 13 and in particular shall have powers to delegate to a disciplinary committee and appeals panel the powers of the Board to deal with discipline in terms of this Article.

15. INDEMNITY

Subject to the provisions of Section 310 of the Act the Directors or members of any Committee and all any other office bearers or Staff for the time being of the Company shall be indemnified out of the funds of the Company against all loss, costs and charges which they may respectively incur or be put to on account of any contract, deed, act, matter or thing done, entered into, executed or permitted by them respectively on behalf of the Company and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other but each of them for his or her own acts, receipts, neglects or defaults only. Subject as aforesaid, no Director or any Committee member or any other office bearer or Staff or his or her heirs, executors or administrators shall be liable for any loss or expense happening to the

Company through the insufficiency or deficiency of title to any property acquired for or on behalf of the Company or for the insufficiency or deficiency of any obligation of security in or upon which any funds of the Company shall be invested or for any loss or damage arising from bankruptcy, insolvency or wrongful act of any person or body with whom any monies, securities or effects shall be deposited or for any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his or her office or in relation thereto unless the same shall happen through his or her own fraud, wilful neglect, default, breach of duty or breach of trust.