

**THE COMPANIES ACTS 1985, 1989 AND 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF**

**SCOTTISH ORIENTEERING ASSOCIATION (THE "COMPANY")**

**(ADOPTED BY SPECIAL RESOLUTION PASSED ON ~~23<sup>h</sup>-May~~23rd September 2017~~5~~)**

**1. PRELIMINARY**

**1.1** In these Articles and any Regulations hereunder:-

"the Act" means the Companies Act 2006 as amended and every statutory modification or re-enactment thereof for the time being in force;

"Articles" means these Articles of Association of the Company from time to time 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 13.2;

"charitable purpose" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;

"charity" means a body which is either a "Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 1 of the Charities Act 2006, providing (in either case) that its objects are limited to charitable purposes;

"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;

"Misconduct" has the meaning given in Article 19;

“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;

“Sport” has the meaning given in Article 4.1.1;

“Staff” means the employees of the Company (whether full-time or part-time);

“Tax” means all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction (including, for the avoidance of doubt, national insurance contributions in the UK and corresponding obligations elsewhere) and any penalty, fine, surcharge, interest, charges or costs relating thereto (including interest and penalties arising from the Company’s failure to make adequate instalment payments under the Corporation Tax (Instalments Payments) Regulations); and

“Taxes Acts” means any directive, statute, enactment, law or regulation wherever enacted or issued, coming into force or entered into providing for or imposing any Tax and shall include orders, regulations, instruments, bye-laws or other subordinate legislation made under the relevant statute or statutory provision and any directive, statute, enactment, law, order, regulation or provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same.

- 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. THE COMPANY’S NAME**

The Company's name shall be Scottish Orienteering Association.

## **3. REGISTERED OFFICE**

The registered office of the Company shall be situated in Scotland.

#### 4. OBJECTS OF THE COMPANY

4.1 The objects of the Company shall be:-

~~4.1.1 to acquire the property, assets, liabilities and undertaking of the unincorporated body which was formerly the governing body of the sport of Orienteering (hereinafter called the "Sport"), known as The Scottish Orienteering Association in order to carry out the following objects in its capacity as the governing body of the Sport in Scotland;~~

4.1.21 to foster, encourage, promote and develop the Sport in all its forms and at all levels ;

4.1.32 to facilitate the development of constituent clubs and groups to provide orienteering facilities and activities in their local communities;

4.1.43 to encourage the growth of public participation in recreational orienteering at regional, national and international level;

4.1.4 to promote outdoor learning in schools through the use of orienteering

~~4.1.5 to provide opportunities for participants to compete against one another if they so wish, to excel and be selected to represent Scotland; and~~

~~4.1.6 to deliver a progressive sports development strategy through an infrastructure supporting the development of volunteers within the Sport, including coaches.~~

#### 7.5. ACTIVITIES OF THE COMPANY

5.1 The Company shall have, without prejudice to the generality of the objects of the Company as set out in Article 4 above, power to do all such lawful things as will further the objects and in particular:

5.1.1 to act as the national governing body ~~of~~ for the sport of orienteering in Scotland;

5.1.2 affiliate to, assist, co-operate with and support sub-national, national and international organisations having objects approved by the Company whether in Scotland or not;

5.1.15.1.3 to liaise with British Orienteering to ensure that the interests of orienteering in Scotland are best served;

5.1.25.1.4 to act as an advisory body on all matters appertaining to the Sport through liaison with statutory and voluntary bodies, news media and other relevant parties;

5.1.35.1.5 to raise the profile of the Sport through marketing and sponsorship;

5.1.45.1.6 to control, sanction and where necessary promote television and the media in all their aspects in regard to the Sport in Scotland and to permit committees, clubs and other organisations to arrange for the televising or broadcasting of events taking place under their management or control on such terms as the Company may from time to time determine and to take such steps as may be open to the Company to retain and/or acquire any intellectual property in or relating to the Sport in Scotland which the law may provide;

5.1.55.1.7 for the purposes of achieving the objects of the Company, generally to advance and safeguard the interests of the Sport in Scotland and those of the Company and to do all such acts and things as may from time to time be deemed necessary or expedient for or in connection with the Sport in Scotland and the Company;

5.1.8 to obtain, collect and receive money and funds by way of contributions, subscriptions, affiliation 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);

5.1.65.1.9 to provide opportunities for participants to compete against one another if they so wish, to excel and be selected to represent Scotland;

5.1.75.1.10 to conduct events and competitions (including the provision of prizes) in accordance with the International Orienteering Federation Rules of the Sport as adopted by ~~the British Orienteering Federation~~ and as may from time to time be varied by the Company, and to decide doubtful and disputed points arising within Scotland in connection with the Sport including without prejudice to the foregoing generality, points arising from the said Rules;

~~5.1.8~~ to make, vary, alter, maintain and enforce regulations and policies for the control and governance of the Sport in Scotland and the carrying through of the codes of conduct, the anti-doping programme and disciplinary rules and

procedures of the Company from time to time in force and to penalise, suspend or expel members or individuals for misconduct or breaches of the foregoing;

5.1.11 to deliver a progressive sports development strategy through an infrastructure supporting the development of clubs and volunteers within the sport;

5.1.95.1.12 to promote or procure the teaching of the Sport and to encourage or make arrangements for the training accreditation, registration and licensing of coaches and officials;

5.1.105.1.13 to co-operate with schools, education authorities, universities and also the tertiary education system in the promotion of the Sport and ~~of~~ deliver appropriate courses for teachers, coaches, officials and volunteers;

5.1.115.1.14 to print, publish, issue, circulate and commission papers, periodicals, books, circulars and other literary works and to commission or make films or video tapes, wall charts, audio and visual aids and generally digital media in connection with the Sport;

5.1.125.1.15 to institute, establish, contribute towards and administer scholarships, bursaries, grants, awards and other benefactions;

5.1.135.1.16 to promote and encourage research and to collect and publish and procure the publication of the useful results thereof;

5.1.145.1.17 to lay out, manage, equip and maintain or assist in the laying out, development, equipment and maintenance of facilities or accommodation (whether vested in the Company or not) to be used for teaching, coaching or for the practice of the Sport itself;

5.1.155.1.18 to purchase lease or by any other means acquire interests in or take options over any heritable or moveable property whatever, and any rights or privileges of any kind over or in respect of any property; and to grant indemnities where appropriate to those from whom any such property is acquired;

5.1.165.1.19 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant

licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;

5.1.175.1.20 to 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, brevets d'invention, licences, 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 licences 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;

5.1.185.1.21 to invest and deal with the moneys of the Company in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;

5.1.195.1.22 to 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);

5.1.205.1.23 to 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), including its uncalled capital, 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;

5.1.245.1.24 to 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;

5.1.225.1.25 to apply for, promote, and obtain any Act of the Scottish or United Kingdom Parliament, order or licence from any government department 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;

5.1.235.1.26 to enter into any arrangements with any government or authority (supra-national, national, 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;

5.1.245.1.27 to 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 (national, municipal, local or otherwise) in any part of the world;

5.1.255.1.28 to 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;

5.1.265.1.29 to 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;

5.1.275.1.30 to 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;

5.1.285.1.31 to 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;

5.1.295.1.32 to 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 employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company 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;

5.1.305.1.33 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company;

5.1.345.1.34 to support and subscribe to any charitable purpose and to support and subscribe to any institution, society, or club which may be for the benefit of the Company;

5.1.325.1.35 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or

through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and

~~5.1.33~~5.1.36 to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

- 5.2 None of the provisions of this Article 5.1 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such activities shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other activity or activities set forth in Article 5.1, or by reference to or inference from the terms of any other sub-Article of Article 5.1, or by reference to or inference from the name of the Company.
- 5.3 None of the provisions of this Article 5 and none of the activities therein specified shall be deemed subsidiary or ancillary to any of the activities specified in any other such sub-Article of Article 5.1, and the Company shall have as full a power to exercise each and every one of the activities specified in each sub-Article of Article 5.1 as though each such sub-Article of Article 5.1 contained the activities of a separate company.
- 5.4 The word "company" in this Article 5, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- 5.5 The income and the property of the Company shall be applied solely towards the promotion of the objects set forth in these Articles. No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or profit share to any member of the Company.

## ~~8.6.~~ **LIABILITY OF THE MEMBERS OF THE COMPANY**

- 6.1 The liability of the members of the Company is limited.
- 6.2 Every voting member of the Company, as defined in Bye-Law 89: Membership, subscriptions and Voting Rights, undertakes to contribute such amount as may be required (not exceeding £1.00) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member for payment

of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up.

#### **9-7. WINDING UP OR DISSOLUTION OF THE COMPANY**

If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever it shall not be distributed to any person or body for non-charitable purposes. Any such remaining property shall be distributed to some other body or charity having similar charitable purposes to those of the Company to be determined by the trustees of the charity at or before the time of dissolution.

#### **10-8. MEMBERSHIP**

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

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

#### **8.3 Categories of Membership**

There shall be the following categories of membership;-

8.3.1 Senior Members: Individual Senior membership shall be available to persons who are aged 21 or older on 31 December of the membership year, who have complied with the Membership Bye-law, and have paid the appropriate membership fee;

8.3.2 Junior Members: Individual Junior membership shall be available to persons who are aged 20 or younger on 31 December of the membership year, who have complied with the Membership Bye-law, and have paid the appropriate membership fee;

8.3.3 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.

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

8.3.5 Clubs: Club membership shall be open to all orienteering clubs in Scotland. Clubs normally join both SOA (the company) and British Orienteering.

~~8.3.56 Other Categories of Membership: Other~~In addition, other categories of membership may be defined in ~~the Membership~~ Bye-Law 9: Membership, Subscriptions and Voting Rights.

#### 8.4 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~~ categories of membership; and
- (iii) the membership fees payable

Notwithstanding Article 13.2 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.

#### 8.5 Admission or Affiliation to the Company

Any individual ~~or family club or group~~, 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~~ an applicant 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~~ Under the Equalities Act 2010, 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.

~~8.6 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.~~

8.76 Each member shall be bound by and shall abide by these Articles, and any Rules, Bye-Laws or policies made under the powers given in the Articles as well as any codes of conduct, disciplinary procedures and rules and anti-doping programmes, including the Company's Child Protection policies and procedures, 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 19 and they may therefore be subject to discipline in terms of Article 20.

#### 8.87 Voting Rights

For the avoidance of doubt Honorary members and Junior members who are aged 15 or younger shall have no voting rights. Individual members shall each have one vote. 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.~~

#### 8.98 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.

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~~ member with effect from the date determined in such resolution after observing the rules of natural justice and in accordance with Articles 19 and 20 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.

#### **11.9. ANNUAL MEMBERSHIP FEES, LEVIES, etc**

##### **9.1 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.

- 9.2 ~~The annual m~~Membership fees shall be due and payable either directly to SOA (the Company) or via British Orienteering by 1<sup>st</sup> January at the rate fixed at the previous Annual General Meeting. Failure to make payment within ~~six~~twelve 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.

#### **12.10. THE ARTICLES OF ASSOCIATION AND CODES OF CONDUCT, ETC.**

- 10.1 No amendment to the Company's Articles 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 11.3 and 11.4 and passed by not less than three-quarters of the Members present entitled to vote and voting, together with legitimate Proxy votes.

10.2 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;

### **13-11. GENERAL MEETINGS**

11.1 The Company shall hold a General Meeting in every calendar year as its Annual General Meeting before the 30<sup>th</sup> 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 8.78 herein.

11.2 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.

#### 11.3 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 11 shall also be lodged with the Company Secretary at least six weeks before the date of the Annual General Meeting.

11.4 Thereafter the Company Secretary shall ensure that where intimation has been properly given of proposed amendments to the Articles, 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.

- 11.5 Those present shall be a quorum for a General Meeting.
- 11.6 The Annual General Meeting shall elect from nominations in terms of Article 11.3 a President, a Chair of the Board, Secretary and a Treasurer Finance Director 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 may chair General and Board Meetings during his term of office.~~
- 11.7 The Annual General Meeting shall also elect, by the greatest number of votes cast, up to ~~nine~~ seven other Directors (the Board comprises up to a maximum of twelve positions on the Board (including Independent Directors (12.2(e)) who are elected by the Board itself)) from nominations received in terms of Article 11.3. Each of these Directors shall subject to Article 11.8 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 Finance Director. ~~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~~ The Board may allocate to these Directors specific portfolios, such as communications, development, marketing, operations, partnership and performance. Not more than two Directors may be elected from any one Member club.

11.8 At each Annual General Meeting, one quarter of the Directors elected in terms of Article 11.7 (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~~ Finance Director in terms of Article 11.6) but will be eligible for re-election after an interval of one year.

11.9 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.

11.10 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 Articles;
- (e) the submission of the Annual Financial Statements appropriately certified;
- (f) the fixing of membership fees and any levies;
- (g) the election of the Honorary President, Honorary Vice-presidents, President, Secretary, ~~and Treasurer~~ Finance Director and Chair of the Board 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

#### 11.11 Chairman

At all General Meetings, normally 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.

#### 11.12 Voting

All matters on which a division takes place, other than alterations of the Articles 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.

### **14.12. THE BOARD OF DIRECTORS**

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

12.2 The Board shall consist of a maximum of twelve members to include President, Secretary, Finance Director, Chair of the Board and one or more Independent Directors at the discretion of the Board. The Independent Director(s) will be appointed by the Board; all other Directors shall be elected at the Annual General Meeting in terms of Article 11.7 and at each Annual General Meeting thereafter in terms of Article 11.8:-

12.3 The Chair shall be a voting member of the Board, may chair meetings of the Board and will have a casting vote in addition to his deliberative vote at any Board meeting in the case of equality.

~~(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:~~

~~the Secretary and Treasurer and up to nine Directors who shall be elected at the Annual General Meeting in terms of Article 11.7 and at each Annual General Meeting thereafter in terms of Article 11.8.~~

12.43 It shall also be competent for the Board to co-opt ~~a up to three~~ persons who ~~is~~are willing to act as a ~~Director~~s to fill ~~a vacancy~~vacancies but such ~~Director~~Directors shall hold office only to the expiry of the term of the Director whose place he or she is taking when he ~~or she~~they shall be required to stand for re-election.

12.54 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.

12.65 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 12.4 herein.

### **15-13. POWERS AND DUTIES OF THE BOARD**

13.1 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.

13.2 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.

- 13.3 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.
- 13.4 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 President to ensure that the full Board is notified as soon as possible after any such emergency action has been taken.
- 13.5 The Board shall appoint those persons who may be required to represent the Company on other bodies.
- 13.6 The Board shall decide to whom it will circulate such reports of its meetings from time to time.
- 13.7 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.
- 13.8 Insofar as the Company is a charitable organisation, the trustees of the charity acting on behalf of the Company will receive no remuneration but may be paid travelling, hotel and other expenses properly and necessarily incurred and vouched by them in connection with the conduct of their duties.

#### **16-14. 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 16 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.
- (h) if the Director acquires a family connection with another Director or member of staff.

#### **17-15. COMMITTEES**

15.1 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.

15.2 Committees may include discipline. The Board will provide the ~~remits~~ Terms of Reference for each of the committees and is thus empowered to delegate its

functions under these headings to these committees as set out in the ~~remit~~Terms of Reference.

- 15.3 In every case any committee or working party shall be governed by the ~~remit~~Terms of Reference 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.
- 15.4 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.

#### ~~18.16.~~ **CONFLICTS OF INTEREST**

- 16.1 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.
- 16.2 The Board may authorise any matter proposed to it by a director at a Board meeting which would, if not so authorised, involve a breach of duty by that director under section 175 of the Act, including, without limitation, any matter which relates to a situation in which a director has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company.

- 16.3 The director in question seeking authorisation in respect of such a conflict of interest must declare to the Board at a Board meeting the nature and extent of his interest in that conflict of interest as soon as reasonably practicable.
- 16.4 Any authorisation under Article 16.2 shall be effected in the same way that any other matter may be proposed to and resolved upon by the Board in accordance with these Articles and will be effective only if:
- 16.4.1 it is given in accordance with the Act;
  - 16.4.2 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other director interested in the matter under consideration; and
  - 16.4.3 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
- 16.5 The Board may give any authorisation under Article 16.2 upon such terms and for such duration and may impose such limits or conditions as it thinks fit and may vary or terminate any such authorisation at any time.
- 16.6 No declaration of interest shall be required by a director in relation to an interest:
- 16.6.1 that cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - 16.6.2 of which the director in question is not aware;
  - 16.6.3 in relation to any matter that has been authorised by the Board;
  - 16.6.4 if, or to the extent that, the other directors are already aware of such interest (and, for this purpose, the other directors are treated as being aware of anything of which they ought reasonably to be aware); or
  - 16.6.5 if, to the extent that, it concerns the terms of his service contract (as defined in section 227 of the Act) that have been or are to be considered by a meeting of the directors, or by a committee of directors appointed for the purpose of these Articles.
- 16.7 A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. In particular,

the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he:

16.7.1 fails to disclose any such information to the Board or to any director or other officer or employee of the Company; and/or

16.7.2 does not use or apply any such information in performing his duties as a director of the Company.

However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been authorised by the Board pursuant to Article 16.2.

16.8 A director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors at a Board meeting before the Company enters into the transaction or arrangement in accordance with the Act.

16.9 A director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors at a Board meeting as soon as is reasonably practicable, unless the interest has already been declared under Article 16.8 above in accordance with the Act.

16.10 If a declaration made under Articles 16.8 or 16.9 above proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under Articles 16.8 or 16.9, as appropriate.

16.11 A director need not declare an interest in proposed or existing transactions or arrangements with the Company where Articles 16.6.1, 16.6.2, 16.6.4 or 16.6.5 apply.

16.12 Subject to the provisions of the Act and provided that he has declared to the Board at a Board meeting the nature and extent of any direct or indirect interest of his in accordance with this Article 16 or where Article 16.11 applies and no declaration of interest is required, a director notwithstanding his office:

16.12.1 may be a party to, or otherwise be interested in, directly or indirectly, any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;

- 16.12.2 may act by himself or through his firm or limited partnership in a professional capacity for the Company or hold any other office or place of profit with the Company (otherwise than as auditor) in conjunction with his office of director, and in any such case on such terms as to remuneration, for such period and otherwise as the Board may decide;
- 16.12.3 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise be interested in, any body corporate in which the Company is directly or indirectly interested; or
- 16.12.4 be or become a director of any other company in which the Company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of his appointment as a director of that other company.
- 16.13 Save as otherwise provided by these Articles, a director shall not vote on or be counted in the quorum in relation to a resolution of the Board or committee of the Board concerning a matter in which he has a direct or indirect interest which is, to his knowledge, a material interest (otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise in or through the Company), but this prohibition does not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 16.14 If a question arises at a meeting as to the materiality of a director's interest (other than the interest of the Chairman of the meeting) or as to the entitlement of a director (other than the Chairman) to vote or be counted in a quorum, and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the Chairman and his ruling in relation to the director concerned is conclusive and binding on all concerned.
- 16.15 The Company may by ordinary resolution suspend or relax the provisions of this Article 16 to any extent. Subject to the Act, the Company may by ordinary resolution ratify any transaction or arrangement not properly authorised by reason of a contravention of this Article 16.

## **19-17. FINANCE**

- 17.1 The Board shall be responsible for the setting of budgets and maintain oversight of 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.
- 17.2 The financial statements shall be brought to a balance on the 31<sup>st</sup> 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.

#### **20-18. NOTICES**

- 18.1 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.
- 18.2 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.

#### **21-19. MISCONDUCT**

For the purposes of Article 20 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 10.2;

- (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.

#### **22.20. 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 19 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 and of Bye-Law 2.

#### **23.21. INDEMNITY**

Subject to the provisions of Sections 532 and 533 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.

Signed: .....

Signed: .....

Dr Roger Antony Scrutton

Claire Eileen Macpherson

Member

Member

Scottish Orienteering Association

Scottish Orienteering Association