

## THE COMPANIES ACT 1985

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

#### MEMORANDUM OF ASSOCIATION OF

#### SCOTTISH ORIENTEERING ASSOCIATION

1. The Company's name shall be Scottish Orienteering Association (hereinafter called "the Company").
2. The registered office of the company shall be situated in Scotland.
3. The objects of the Company shall be:-
  - (a) to acquire the property, assets, liabilities and undertaking of the unincorporated body formerly the governing body of the sport of Orienteering (hereinafter called "the Sport"), known as The Scottish Orienteering Association and in general to carry out the functions of the governing body of the Sport in Scotland;
  - (b) to foster, encourage, promote and develop the Sport in all its forms and at all levels ;
  - (c) to encourage the growth of recreational and competitive orienteering at regional, national and international level; and to select competitors to represent Scotland;
  - (d) to 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;
  - (e) 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;
  - (f) to deliver a progressive sports development strategy through an infrastructure supporting the development of coaches, officials and volunteers within the Sport
  - (g) to raise the profile of the Sport through marketing and sponsorship;
  - (h) 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.
  - (i) 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.

4. The Company shall have without prejudice to the generality of the foregoing, power to do all such lawful things as will further the foregoing objects and in particular:-
- (a) 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);
  - (b) 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;
  - (c) 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;
  - (d) 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;
  - (e) To co-operate with schools, education authorities, universities and also the tertiary education system in the promotion of the Sport and of appropriate courses for coaches, officials and volunteers;
  - (f) 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;
  - (g) To institute, establish, contribute towards and administer scholarships, bursaries, grants, awards and other benefactions;
  - (h) To promote and encourage research and to collect and publish and procure the publication of the useful results thereof;
  - (i) 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
  - (j) 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.

- (k) 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;
- (l) 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.
- (m) 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.
- (n) 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).
- (o) 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.
- (p) 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.
- (q) 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 Memorandum and 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.
- (r) 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.

- (s) 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.
- (t) 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.
- (u) 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.
- (v) 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.
- (w) 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.
- (x) 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.
- (y) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (z) To 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. ;

- (aa) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or Section 151(2) of the Act.
- (bb) 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.
- (cc) 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.

AND so that:-

- (1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
  - (2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.
  - (3) The word "company" in this Clause, 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.
  - (4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 5. The income and the property of the Company shall be applied solely towards the promotion of the objectives set forth in this Memorandum. 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.
  - 6. The liability of the Members of the Company is limited.
  - 7. Every voting Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) 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.
  - 8. 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 paid to or distributed

among the members of the Company unless the members each have objectives similar to the objectives of the Company and prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company by virtue of Clause 5 hereof, or it shall be distributed to some other body or charity having objectives similar to the objectives of the Company and which also shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company by virtue of Clause 5 hereof such other body to be determined by the Members of the Company at or before the time of dissolution; and in the event that there is no other such body at the relevant time then the said property may be passed to the Scottish Sports Council or any successor body to be held by them until another body emerges capable of carrying out the functions of the Company.