

## **THE COMPANIES ACTS 1985 – 2006**

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

#### **ARTICLES OF ASSOCIATION OF THE CAMANACHD ASSOCIATION**

**Adopted by Special Resolution on 26<sup>th</sup> April 2013**

#### **1 PRELIMINARY**

1.1 In these Articles, unless the context otherwise requires:-

"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 the Articles of Association of the Company for the time being in force;

"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;

"Company" means The Camanachd Association, a company incorporated in Scotland under the Companies Acts (Company Number: SC284954);

"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;

"Disciplinary Rules" means the Rules for Disciplinary Procedures adopted by the Board and published by the Company as binding on all the Members and Persons;

"Member" means a Club Member, Associate Member or Individual Member (youth or adult) of the Company;

"Model Articles" means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulation 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

"Person" means a Member or any member, office bearer, official, employee, contractor, worker, volunteer or representative of a Member or affiliated to a Member;

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“Rules” means any rules, Bye Laws, codes of conduct, disciplinary rules or any other rules of any kind adopted by the Board and published by the Company as binding on the entire membership and which shall include the Rules of the Play of the Sport and the Rules of the Playing Season;

“Rules of the Play of the Sport” shall mean the rules set out in and identified as such in Bye-law 1 published by the Company;

“Rules of the Playing Season” shall mean the rules set out in and identified as such in Bye-law 1 published by the Company;

“Staff” means the employees of the Company (whether full-time or part-time), and contractors and consultants whilst working for and volunteers specifically retained to assist with the work of the Company;

“Sport” means the sport of shinty;

“Voting Member” means a Club Member or Associate Member but shall not, for the avoidance of doubt, include any Individual Member;

“Working Groups” means the working groups appointed by the Board from time to time to undertake a specific role or project as determined by the Board.

- 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.
- 1.3 Save as otherwise specifically provided in these Articles, words and expressions which have a particular meaning in the Model Articles shall have the same meaning in these Articles, subject to which and unless the context otherwise requires, words and expressions which have a particular meaning in the Act shall have the same meaning in these Articles.
- 1.4 The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles. In the event of conflict or inconsistency between these Articles and the Model Articles, these Articles shall govern and prevail.
- 1.5 Any reference in these Articles to the Company Secretary shall, in the event that no Company Secretary is appointed, be deemed to refer to the Board of Directors.

## 2 MEMBERSHIP

### 2.1 Categories of Membership

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There shall be the following categories of Membership of the Company:

2.1.1 Club Members: Club Membership shall be available to properly constituted shinty clubs based in Scotland;

2.1.2 Associate Members: Associate Membership shall be available to properly constituted organisations or associations (incorporated or unincorporated) not falling within the definition of Club Members but which subscribe to the objectives of the Company and wish to support it; and

2.1.3 Individual Members: Individual Membership shall be available to individuals.

## 2.2 Individuals

All individuals participating in the affairs of the Company - including but not limited to Club Office Bearers and Committee Members, Players, Team Managers, Coaches, Match Officials, Directors, Sub-Committee Members and any person active in the Sport must be registered as Individual Members of the Company and shall pay a registration fee as decided annually at the Annual General Meeting.

## 2.3 Admission to Membership and Rules

Any organisation or person desirous of joining the Company will be required to submit a form which may be obtained from the Company's Registered Office, containing such information as may from time to time be required by the Board and will be required to submit that to the Board together with such supporting documentation as may be required by the Board along with the appropriate annual subscription and registration fees. The Board shall consider the application and may at their discretion hear verbal submissions from any applicant. The admission of organisations or individuals 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 or affiliation will not be granted until after receipt by the Company of the appropriate annual subscription and registration fees. The Company is committed to ensuring equality of opportunity and fair treatment of all people involved with the Company, regardless of gender, pregnancy and maternity, gender reassignment, disability, race (including ethnic background, nationality and colour), marital or civil partnership status, age, sexual orientation, religion or belief, or social background and there will be no discrimination on such grounds.

2.4 Unless with the prior written approval of the Board, it shall be a precondition of membership that each Club Member and Associate Member shall have a designated child protection coordinator and all organisations or persons are required to subscribe to and comply with the terms of the Company's child protection policies, public liability insurance, accident insurance policies and all other Rules as required by the Board. In special circumstances, the Board may reduce the subscription for a Voting Member with or without affecting their voting rights on such

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terms as the Board shall determine.

- 2.5 Each Member and Person shall abide by these Articles of Association and all Rules. In signing the membership form referred to in Article 2.3 the Member agrees that the Member signing and all of the individual members of the Member (where appropriate) shall be deemed to be and be in fact bound by the Rules. All Members shall be required to co-operate in the enforcement of the Rules and to adhere to the Rules and further to require individuals in their membership to adhere to the Rules and to obtain the consent of their individual members to this jurisdiction. For the avoidance of doubt any club or Persons affiliated to a Member of the Company which or who is not a Member shall be recognised as being indirectly affiliated to the Company and will thus be deemed to accept the Rules. Any failure by any such Member or Person to comply with this Article 2.5 will render such Member or Person or the organisation of which he is a member or is associated to be 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.

2.6 Voting Rights

Every Club Member and every Associate Member shall have one vote at General Meetings of the Company and shall be liable for the guarantee set out in the Memorandum of Association. All Voting Members shall be entitled to attend, speak and vote (in accordance with this Article 2.6) at General Meetings of the Company. Individual Members shall have no voting rights at General Meetings of the Company or otherwise and shall not be liable for the guarantee as set out in the Memorandum of Association. No Individual Member shall be entitled to attend, speak or vote at any General Meeting of the Company unless as an accredited representative or proxy of a Voting Member. No Member shall vote at any General Meeting or otherwise unless all monies payable have been settled.

2.7 Termination of Membership

Any Member shall cease to be a Member of the Company if notice of any resolution to wind up that Member is passed or if in writing such Member intimates its or his resignation from the Company or fails to pay its or his subscription or registration fees on behalf of its members 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. Clause 22 of the Model Articles shall be modified accordingly.

2.8 Patrons

Individuals, firms or companies may be admitted as patrons to the Company on such terms as the Board may from time to time determine. For the avoidance of doubt patrons shall not be Members and shall have no voting rights at General Meetings of the Company or otherwise and shall not be liable for the guarantee as set out in the Memorandum of Association.

**3 ANNUAL SUBSCRIPTION, LEVIES AND REGISTRATION FEES**

**3.1 Annual Subscription**

The annual subscription, registration fees and competition fees due to the Company from each category of membership shall be fixed annually at the Annual General Meeting and such subscriptions, registration fees and competition fees shall continue at the rates previously fixed unless amended at the Annual General Meeting.

3.2 All subscriptions, registration fees and competition fees payable by Members shall be paid by 31 January at the rate fixed at the previous Annual General Meeting and there shall also require to be advised at the same time the number of individuals for which any Club Member or Associate Member is responsible. Failure to make payment by the due date may result in the defaulting Member being debarred from participating in and benefiting from any of the activities of the Company until such time as the monies due are paid.

3.3 It shall be competent for a General Meeting on a resolution from the Board to impose a levy for items not normally covered by the annual subscription and registration fee of Members of such sum as may be agreed at the General Meeting which shall also determine the basis and date of payment of said levy.

**4 THE MEMORANDUM & ARTICLES OF ASSOCIATION AND RULES OF PLAY OF THE SPORT**

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 (in person or by proxy) entitled to vote.

4.2 No amendment to the Rules of Play of the Sport or Rules of the Playing Season shall be made unless by means of a Special Resolution at a General Meeting 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 (in person or by proxy) and entitled to vote.

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

4.3.1 the Company's Child Protection Policy and Procedures; and

4.3.2 any Code of Conduct adopted by the Company and published as such.

5 **GENERAL MEETINGS**

- 5.1 The Company shall hold a General Meeting in every calendar year as its Annual General Meeting in Fort William in the last week of November on a date determined by the Board of Directors 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
- 5.2 The Board may whenever they think fit convene a General Meeting. General Meetings shall be convened on such requisition or may be convened on a resolution requisitioned by not less than 5% of the Voting Members. It shall be competent for the Board, on receipt of a requisition for a General Meeting containing a resolution which may be incompetent or unclear, with the consent of the proposer(s) of the resolution to amend the resolution before it is intimated to the Voting Members.
- 5.3 Notice
- Intimation of business and notices of motions or resolutions to be brought before the Annual General Meeting shall be intimated by the Members in writing not less than eight weeks before the date of the meeting to the Company Secretary. Nominations for election called for in terms of this Article shall also be intimated in writing by the Members with the Company Secretary at least eight 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 amendments to the Memorandum, the Articles of Association or to the Rules of Play of the Sport, such shall be intimated to Voting Members at least six weeks prior to the date for the Annual General Meeting. Any counter-proposals or amendments to the amendments are required to be intimated by the Members 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 fourteen clear days' notice in writing of every Annual General Meeting and of every General Meeting convened shall be given to all Voting Members. The accidental omission to give notice of a 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 Notice of the Annual General Meeting shall include the date, time and place of the meeting, details of any person recommended by the Board or nominated by the Members to sit on the Board and any resolution proposed and shall be sent to all Voting Members. The notice calling the Annual General Meeting shall be accompanied by such written reports and other documents (including a copy of the accounts of the Company) as may be relevant to the proposed business of the Annual General Meeting.
- 5.6 One third of the Voting Members present by their accredited representatives or by proxy shall be a quorum. For the avoidance of doubt, only Club Members and

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Associate Members shall be eligible to vote at General Meetings.

- 5.7 The Annual General Meeting shall elect, from nominations in terms of Article 5.3 and Bye-law 10, a President who will hold office for a total term of three years and the President shall have the option to stand for re-election at the expiry of that three year period. The President will be a voting member of the Board and will chair General Meetings and Board Meetings during his term of office. For the avoidance of doubt, no person elected separately as President shall be entitled to hold office as President for longer than six years. A person who has served as President may be elected to sit on the Board as a director subject to the provisions of Article 5.9. For the avoidance of doubt, no person elected separately as President shall be entitled to hold office as Director for longer than twelve years.
- 5.8 The Annual General Meeting shall (subject to Article 6) elect up to 7 Directors (in addition to the President) from nominations received in terms of Article 5.3 and Bye-law 10. The Board may determine any specific areas of responsibility for any Director from time to time. Not more than two Directors may be elected from any one Club Member or Associate Member.
- 5.9 At each Annual General Meeting, two of the Directors elected in terms of Article 5.8 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 the Board. All directors, including any director co-opted under Articles 6.2.3 or 6.3, shall hold office for a period of not more than three consecutive years whereupon they shall be eligible for re-election for a further period of up to three years. No Director shall be entitled to serve more than six years from his date of appointment (unless he or she is elected separately as President in terms of Article 5.7 whereupon he shall not be entitled to serve for more than twelve years) but will be eligible for re-election after an interval of one year.
- 5.10 The Annual General Meeting shall also elect an independent financial examiner, to be responsible for certifying the financial statements of the Company to the Annual General Meeting.
- 5.11 The Annual General Meeting shall elect, from nominations in terms of Article 5.3 a Chieftain and Vice-Chieftain who will hold office for a total term of three years. They shall have the option to stand for re-election at the expiry of the three-year period. They shall not be Directors of the Company (and shall not be entitled to vote on any decisions made by the Board) but who shall have an honorary role and shall undertake duties on behalf of the Company or Board from time to time as they may decide. Such Chief and Vice-Chief shall unless it is otherwise decided by the Board be entitled to attend all Board meetings as observers shall be entitled to speak but not to vote at such meetings.

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- 5.12 The business of the Annual General Meeting shall include:-
- 5.12.1 Roll Call and appointment of Tellers;
  - 5.12.2 The approval of the Minutes of the previous Annual General Meeting and of any subsequent General Meetings;
  - 5.12.3 Such reports as the Board might consider appropriate to bring before the Annual General Meeting for approval or information;
  - 5.12.4 Any Special Resolutions to alter the Memorandum and Articles of Association or the Rules of Play of the Sport or the Playing Season;
  - 5.12.5 The submission of the Annual Financial Statements appropriately certified;
  - 5.12.6 The fixing of annual subscriptions, registration fees and any levies;
  - 5.12.7 The election of the President;
  - 5.12.8 The election of Directors;
  - 5.12.9 The election of the independent financial examiner;
  - 5.12.10 The appointment of any appropriate nominees to the Roll of Members of Honour;
  - 5.12.11 The appointment of any appropriate Patrons in accordance with Article 2.8;
  - 5.12.12 The appointment of the Chief and Vice Chief in accordance with Article 6.7;
  - 5.12.13 The fixing of the place and date of the next Annual General Meeting;
  - 5.12.14 The Bye-Laws Report; and
  - 5.12.15 Any other competent business;
- 5.13 Chairman
- At all General Meetings, the President shall preside as Chairman of the Meeting and in the absence of the President, the Vice-President (elected by the Board under Article 6.5) shall take the chair and in the absence of the Vice-President the Board shall elect one of their number to take the chair. The Chairman of the meeting shall not have a casting vote at General Meetings.
- 5.14 Subject to the Act, all matters on which a division takes place, other than alterations of the Memorandum and Articles of Association or the Rules of Play of the Game or the Playing Season (which require a special majority in terms of Articles 4.1 and 4.2), shall be decided by a simple majority vote.
- 5.15 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 poll as the Chairman may determine or as required by the Members in accordance with the Act and the Model Articles. Declaration of the result by the Chairman of the Meeting shall be final.

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5.16 All Voting Members shall be entitled to appoint a proxy to attend, speak and vote at General Meetings in accordance with the provisions of the Act. The proxy form shall be signed by or on behalf of the Member by a duly authorised representative and shall be in the form sent to the Members with the notice of the General Meeting or in any other form approved by the Board. The appointment of a proxy and any authority under which it is signed (in a manner approved by the Board) shall:

5.16.1 in the case of a written document be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting; or

5.16.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications: (i) in the notice convening the meeting; (ii) or in any instrument of proxy sent out by the Company in relation to the meeting; (iii) or in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meetings, be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting.

## **6 THE BOARD OF DIRECTORS**

6.1 The affairs of the Company shall be under the management of the Board of Directors. Unless otherwise determined by an ordinary resolution, the number of Directors shall not be more than nine and not less than three.

6.2 The Board shall consist of:-

6.2.1 the President who shall be elected at the Annual General meeting in terms of Article 5.7, shall be a voting member of the Board and shall preside as Chairman at meetings of the Board;

6.2.2 up to seven Directors (in addition to the President) who shall be elected at the Annual General Meeting in terms of Article 5.8;

6.2.3 an individual who is a registered member of the Company with appropriate skills and qualifications (with a preference for extensive commercial or business experience) as may be determined by the Board may be co-opted from time to time and shall be a voting member of the Board. A director so co-opted shall hold office for such period as the Board may determine at the time of co-optation up to a maximum period of three years and shall not be taken into account in determining the Directors who are to retire by rotation at any Annual General Meeting. If such a Director is not re-appointed at the

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Annual General Meeting at which his or her term expires, he or she shall vacate office at the conclusion of the Annual General Meeting. For the avoidance of doubt the Board shall only be entitled to co-opt one director at any given time under this Article 6.2.3.

6.2.4 any other person co-opted under Article 6.3.

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 on the Board but such Director shall hold office only until the date of the Annual General Meeting immediately following their co-option when they may be re-appointed.

6.4 It shall be open to the Board to invite such other persons and officers as they deem fit to attend Board Meetings in a non-voting capacity.

6.5 Three 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 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 at Board meetings. The Chairman of the Board will have a casting vote, at any Board Meeting, in the case of equality. The Board shall appoint one of the directors as Vice-President who shall deputise for the President in his absence.

6.6 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 6.5 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 Members of the Company at the Annual General Meeting for the performance of the Company in implementing the strategic and operational plans. The President, Chief Operating Officer, Staff and standing committees of the Company appointed by the Board will be responsible for preparing the annual operational plan in line with the current strategic plan of the Company adopted by the Board. The annual operational plan will require to be approved by the Board for implementation as it deems appropriate.

7.2 The Board shall have power:

7.2.1 for the proper and efficient regulation of the affairs of the Company to

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make, (subject to Article 4.2) adopt and amend Bye-Laws, Policies, Codes of Conduct and Regulations to govern all those involved in the Company whether as Members, officials, referees, competitors, coaches or other Persons which shall be binding on all Members and Persons;

7.2.2 to communicate and consult with the membership by whatever means or structure they deem appropriate;

7.2.3 to call for production of copies of the Constitution, Membership Lists and/or Annual Financial Statements of all Voting Members;

7.2.4 to delegate any of its powers to a duly appointed subcommittee or panel whether or not the persons to whom the powers are delegated are members of the Board;

7.2.5 to prohibit any act or practice by Members or Persons which in the opinion of the Board are or were detrimental to the Members or the Sport and to deal with any Member or Person disregarding such prohibition in such manner as it may think proper;

7.2.6 to impose penalties and sanctions on Members and/or Persons for misconduct in accordance with the procedures set out in the Rules; and

7.2.7 to require the Members and Persons and others over whom it may have jurisdiction to ensure that their members and individuals under their jurisdiction accept, comply with and adhere to these Articles and the Rules.

7.3 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, including the President, a Board meeting may be held on shorter notice). 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 one other 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. Clause 9 of the Model Articles shall be modified accordingly.

7.4 The Board shall decide to whom it will circulate such reports of its meetings from time to time.

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- 7.5 Further, the Board shall have power for the purposes of consultation and communication with Members to hold Group or North or South Area Meetings all in accordance with Bye-law 12.

**8 RESIGNATION OF BOARD MEMBERS**

- 8.1 The office of Director shall be vacated:-
- 8.1.1 if he or she shall without the consent of the Company (other than in the case of the Chief Operating Officer) become an employee of the Company;
  - 8.1.2 if he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally;
  - 8.1.3 if he or she becomes prohibited from being a Director by reason of any order made under the Act or the Company Directors' Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being or in force or becomes prohibited by law from becoming a director;
  - 8.1.4 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;
  - 8.1.5 if by notice in writing to the Company he or she resigns his or her office;
  - 8.1.6 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.
- 8.2 Any Director who becomes ineligible to hold a position as a Director, for any reason, must immediately inform the Company of this event and forthwith vacate their position as a Director of the Company.

**9 COMMITTEES**

- 9.1 The Board may establish and provide remits for Committees and Working Groups to advise on and oversee the implementation of the policies of the Company in conjunction with the Staff.
- 9.2 The Board will appoint the members of Committees and conveners and members of Working Groups from the Voting Members who shall be key individuals with the expertise, interest and availability to assist the Committees or Working Groups in their work programme. In each case, the Committee or Working Group will be supported by the Staff.
- 9.3 Committees shall include but not be limited to discipline, representative, and appeals. The Board will provide the remits for each of these Committees and is thus empowered to

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delegate its functions under these headings to these Committees as set out in the remits.

9.4 In every case the Committees and Working Groups shall be governed by the remit and regulations of the Board and shall be required to provide Minutes of all their meetings to the Board. No Committee or Working Group shall have power to bind the Company at law without the prior approval of the Board.

9.5 All acts done by any meeting of the Board or of any Committee or Working Group 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**

10.1 All Directors and Staff of the Company together with any committee or Working Group 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 and all Directors shall comply with the provisions of the Act relating to conflicts of interest at all times.

10.2 The Board may, in accordance with the requirements set out in this Article and the Act, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest and Clause 14 of the Model Articles shall be modified accordingly. Any authorisation given under this Article will be effective only if:

10.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of the Board in the same way that any other matter may be proposed to the Board under the provisions of these Articles or in such other manner as the Board may determine;

10.2.2 any requirement as to the quorum at the meeting of the Board at which the matter is considered is met without counting the director in question; and

10.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

**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.

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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 entrance fees, annual subscriptions, any levies and all other revenue of the Company.

- 11.2 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 or as required by law.

12 **NOTICES**

- 12.1 A notice or other document may be given by the Company to any Member in writing either: personally or by sending it by pre-paid post to its registered address (supplied by it to the Company for the giving of notice to it); or a notice or other document excluding a share certificate may be given by the Company to any member by fax at the last fax number notified to the Company (but in the absence of such address or telefax number the Member shall not be entitled to receive from the Company notice of any meeting); by a website the address of which shall be notified to the Member in writing or by electronic mail to an address notified by the Member to the Company in writing. This Article does not affect any provision in the Act or these Articles requiring notices or documents to be delivered in a particular way.

- 12.2 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member. A properly addressed notice or document sent by pre-paid post shall be deemed to have been given 48 hours after the date on which the notice is posted. A notice or document sent by fax shall be deemed to have been given 2 hours after the time of transmission. A notice or document (other than a share certificate) sent by electronic mail, shall be deemed to have been delivered at the time it was sent. A notice or document (other than a share certificate) sent by a website shall be deemed to have been delivered when the material was first made available on the website, or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

For the avoidance of doubt a Member duly represented (whether by accredited representative or by proxy) at any General Meeting of the Company shall be deemed to have received notice of the meeting and where appropriate of the purpose for which it was called.

13 **MISCONDUCT**

For the purposes of Article 14 the following may amount to "Misconduct" and may give rise to disciplinary action by or on behalf of the Board:-

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- 13.1 A breach of the Rules of Play of the Sport;
- 13.2 A breach of these Articles or any Rules and in particular the areas of good practice set out in Article 4.3;
- 13.3 The commission of a "doping offence" as defined in the World Anti-Doping Agency Rules;
- 13.4 A breach of any of the conditions of any Code of Conduct adopted by the Company and published as such;
- 13.5 Any conduct, act or omission which in the view of the Board or the appropriate Committee is, was or may be 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 Members or Persons or other 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 in accordance with the Disciplinary Rules.

15 **INDEMNITY**

Subject to the provisions of the Act but without prejudice to any indemnity to which a person may otherwise be entitled 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 assets of the Company against all loss, costs and charges which they may respectively incur in or about the execution of the duties of his office or otherwise in relation hereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto; but this Article shall only have effect insofar as its provisions are not avoided by Section 1532 of the Act.