

**The Companies Acts 1985 and 2006**

**Private Company Limited by Guarantee and not having a Share Capital**

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**Articles of Association**

**of**

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**The Scottish Gymnastics Association (the "Company")**

**Adopted by special resolution of the Company passed on 9 September 2018**

**1 Interpretation**

1.1 In these Articles, unless the context otherwise requires:

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

**"Annual General Meeting"** has the meaning given in article 11.1;

**"Articles"** means the Company's articles of association for the time being in force;

**"Board"** means the board of directors of the Company appointed pursuant to article 15 from time to time;

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

**"Chairperson"** means the chairperson of the Company who has been appointed in accordance article 15.3;

**"Conflict"** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**"Eligible Director"** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 21, any director whose vote is not to be counted in respect of the particular matter);

**"gymnastics"** means, without limitation, activities that demonstrate static or dynamic exercises that develop physical strength and aesthetic agility performed in a regulated environment using prescribed fixed, hand or moveable apparatus with or without individuals in prescribed formats as recognised by Federation International de Gymnastique or other similar bodies from time to time;

**"Honorary Life Member"** means a Member of the Company who has been admitted in accordance with article 8.1.3;

**“Individual Member”** means a Member of the Company who has been admitted in accordance with article 8.1.2;

**“Interested Director”** has the meaning given in article 21.1

**“Member”** means a member of the Company;

**“Member Club”** means a Member of the Company that has been admitted in accordance with article 8.1.1;

**“Model Articles”** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered “Model Article” is a reference to that article of the Model Articles;

**“Participation Year”** means the period from 1 September to 31 August (inclusive);

**“Proxy Notice”** has the meaning given in article 14.1;

**“Registered Participants”** has the meaning given in article 8.1.1.2;

**“Rules”** has the meaning given in article 25.1;

**“Technical Panels”** means the technical panels established by the Company in accordance with the Company’s policy on technical panels, each technical panel having responsibility for the organisation of their respective gymnastics discipline and for the promotion of such discipline in accordance with the development and performance plans of the Company; and

**“Voting Members”** means all Honorary Life Members, Individual Members and Member Clubs of the Company from time to time.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **“article”** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.6.1 any subordinate legislation from time to time made under it; and
  - 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.7 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.9 Model Articles 2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(1) and (2), 18, 21, 22, 27(5) and (6), 30(2), 31, 32, 35, 38 and 39 shall not apply to the Company.
- 1.10 Model Article 7 shall be amended by:
- 1.10.1 the insertion of the words “for the time being” at the end of article 7(2)(a); and
- 1.10.2 the insertion in article 7(2) of the words “(for so long as that person remains the sole director)” after the words “and the director may”.
- 1.11 Model Article 20 shall be amended by the insertion of the words “and the secretary” before the words “properly incur”.
- 1.12 Article 30(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article.

## 2 **The Company**

- 2.1 The Company’s name shall be The Scottish Gymnastics Association.
- 2.2 The registered office of the Company shall be situated in Scotland.
- 2.3 The liability of the Members of the Company is limited.

## 3 **Objects**

- 3.1 The objects for which the Company is established are:
- 3.1.1 to act as the national governing body for gymnastics in Scotland;
- 3.1.2 to advance, foster, encourage, represent and promote the interests of gymnastics in Scotland and to organise and provide facilities which will encourage participation in gymnastics;
- 3.1.3 to implement a vision and strategic plan for gymnastics in Scotland;
- 3.1.4 to advance, foster, encourage, promote and develop relevant education, knowledge, safety;
- 3.1.5 practices, skills and standards amongst those who participate in or afford support for gymnastics; and
- 3.1.6 to affiliate, assist and co-operate with and support national and international organisations having objects with elements in common with those of the Company.

## 4 Powers

4.1 In pursuance of the objects set out in article 3, the Company has the power to:

- 4.1.1 organise, control and supervise or co-operate with others engaged in the education, recreation and sports with activities that involve or contain gymnastics elements;
- 4.1.2 organise, control and supervise or co-operate with others engaged in general health and fitness education and training;
- 4.1.3 regulate the conduct of examinations of proficiency in gymnastics, gymnastics coaching and judging activities;
- 4.1.4 award certificates of proficiency, accreditation and registration to associations, groups and individuals involved in gymnastics activity;
- 4.1.5 sanction, facilitate and arrange the holding of competitions and events for gymnastics in Scotland and to approve and regulate the dates and arrangements for the same;
- 4.1.6 act as the nominating or selecting body, as the case may be, for Scottish gymnastics teams at Commonwealth events and other events where Scotland is a competing nation;
- 4.1.7 publish and promote educational material for the dissemination of knowledge regarding gymnastics and their associated activities;
- 4.1.8 establish, publish and enforce rules, regulations, bye-laws, policies and procedures and codes of conduct governing matters relating to Company administration and gymnastics that are required from time to time;
- 4.1.9 where appropriate, insure the Company and its Members against claims in respect of permitted and approved activities pursuant to the Company's objectives;
- 4.1.10 draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.1.11 purchase, lease, hire or otherwise acquire property, rights or privileges and to construct, maintain and alter buildings or erections;
- 4.1.12 purchase or otherwise acquire assets including plant, machinery, furniture, fixture, fittings and other effects;
- 4.1.13 take out or hold patents, proprietary rights, trademarks, copyrights, licences or the like;
- 4.1.14 engage and pay with non cash emoluments where appropriate, any person either on a full or part time basis or as a consultant or employee and to make reasonable and necessary provision for the payment of pensions to or on the behalf of employees;
- 4.1.15 control, manage, finance, subsidise or levy any company or unincorporated association in which the Company has a direct or indirect financial interest and to provide services and facilities of all kinds which may seem desirable with respect to the business or operations of such bodies;

- 4.1.16 invest moneys of the Company not immediately required for its purposes in such investments, securities or property as may be thought fit within the objectives of the Company;
- 4.1.17 make payments to other associations, groups and individuals participating in activities that involve gymnastics;
- 4.1.18 make donations in cash, assets or in kind and to lend (with or without security) the same to other associations, groups and individuals involved in gymnastics;
- 4.1.19 undertake and execute any trusts which may be required by participants in gymnastics to conserve amateur status or otherwise;
- 4.1.20 administer subsidies, grants and awards on behalf of the grant aiding or award making bodies to participants in gymnastics or other associations, groups and individuals involved in gymnastics;
- 4.1.21 raise money, accept gifts and receive grants, donations, cash or assets on such terms as may be thought fit;
- 4.1.22 borrow money on such terms and on such security as may be thought fit; and
- 4.1.23 do all such other things as are incidental to the attainment or furtherance of the said objectives.

## 5 **Not for distribution**

- 5.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 3.
- 5.2 No dividends, bonus or profit share may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 5.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services or supplies rendered to the Company;
  - 5.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
  - 5.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
  - 5.2.4 reasonable out-of-pocket expenses properly incurred by any director.

## 6 **Winding up**

- 6.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members (unless any such Members each have objects similar to those of the Company and prohibit the distribution of its or their income to an extent at least as great as is imposed on the Company by virtue of this article 6) but shall be transferred to another body (charitable or otherwise):
  - 6.1.1 with objects similar to those of the Company; and

6.1.2 which shall prohibit the distribution of its or their income to its or their members, such body to be determined by the Members at the time of winding-up or dissolution.

## 7 **Guarantee**

7.1 The liability of each Member is limited to £1.00, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while that individual or entity is a Member or within one year after that individual or entity ceases to be a Member, for

7.1.1 payment of the Company's debts and liabilities contracted before that individual or entity ceases to be a Member;

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

7.1.3 adjustment of the rights of the contributories among themselves.

## 8 **Membership**

8.1 The classes of membership of the Company shall be as follows:

### 8.1.1 **Member Club**

8.1.1.1 This class of membership shall be open to all gymnastics clubs in Scotland, who wish to participate in the regulation and administration of the various sports and competitive activities incorporating gymnastics at all levels. Any club may apply to become a Member Club by applying for membership in accordance with article 8.2.

8.1.1.2 It is a requirement of this class of membership that all of a Member Club's gymnasts (both recreational and competitive), office bearers, coaches, judges, technical officials and adult helpers are registered with the Company annually as participants (the "**Registered Participants**") in accordance with the Company's rules of registration. The registration of Registered Participants shall commence annually from the later of 1 August and the date on which the Relevant Member Club has paid its annual subscription fees in accordance with article 10.3 in each calendar year, or any such other date that has been notified to all Member Clubs by the Company giving no less than six months' notice. All applicants wishing to become a Registered Participant shall be required to complete the application form in the format(s) provided by the Company, as determined and published by the Board from time to time, and provide any relevant information in support of such application. In completing the application form, the applicant agrees to be bound by the Rules and accept the policies, rules and conditions in relation to participation and the payment of fees, and generally the terms of these Articles.

8.1.1.3 A Member Club shall be entitled to have two representatives attend, speak and vote at general meetings on the Member Club's behalf in accordance with clause 12.2.

8.1.1.4 Registered Participants are not Members of the Company. A Registered Participant shall not be entitled to attend, speak at and vote at general meetings of the Company in their capacity as a Registered Participant but this provision

shall not prejudice a Registered Participant's entitlement to attend, speak at and vote at general meetings of the Company in any other capacity in accordance with these Articles.

#### **8.1.2 Individual Member**

8.1.2.1 This class of membership shall be open to any individual who wishes to participate or support the sport of gymnastics and who is not a Registered Participant. An individual may apply to become an Individual Member by applying for membership in accordance with article 8.2.

8.1.2.2 Individual Members shall be entitled to attend, speak and vote at general meetings.

#### **8.1.3 Honorary Life Member**

8.1.3.1 This class of membership shall be open to those individuals who, in view of their exceptional service to the sport of gymnastics merit recognition as an Honorary Life Member.

8.1.3.2 An individual may be nominated to become an Honorary Life Member by any Voting Member and such nomination must be seconded by another Voting Member. Following receipt of a competent nomination, the Board shall consider such nomination at the next scheduled Board meeting, and if thought fit, approve such individual becoming an Honorary Life Member.

8.1.3.3 Honorary Life Members shall be entitled to attend, speak and vote at general meetings.

8.2 All applicants wishing to become a Member Club or an Individual Member shall be required to complete the application form in the format(s) provided by the Company, as determined and published by the Board from time to time, and provide any relevant information in support of such application. In completing the application form, the applicant agrees (and where the form is submitted on behalf of a club, all the members of the club shall be deemed to be agree) to be bound by the Rules and accept the policies, rules and conditions in relation to membership and the payment of fees, and generally the terms of these Articles. Applications to become an Individual Member or a Member Club must be accompanied by the appropriate annual subscription fee.

8.3 Each application for membership shall be considered by the Board and shall be granted or refused at the Board's discretion. The Board shall inform the applicant in writing of the Board's decision within 14 days of the Board's decision and where an application has been refused the annual membership fee paid to the Company by the applicant shall be returned or refunded.

8.4 A letter shall be sent to each successful applicant confirming their membership of the Company and the Board shall arrange for the details of each successful applicant to be entered into the Register of Members.

8.5 Providing that an Individual Member, Member Club or a Registered Participant has paid their annual subscription fees in full in accordance with article 10.3, 10.4 or 10.5 (as the case may be) and in respect of Registered Participants, subject always to article 8.1.1.4, that Individual Member, Member Club or Registered Participant (as the case may be), together with each Honorary Life Member, has the right to participate in approved or permitted competitions, festivals and events

organised by or on behalf of the Company, subject to the rules and conditions governing each competition and event.

- 8.6 The Board will procure for each class of Member and Registered Participants such insurance cover as is considered necessary by the Board to provide benefits in case of bodily injury and indemnity for legal liabilities whilst such Members and Registered Participants are supervising or participating in approved or permitted gymnastics activities.



## **Termination of membership**

- 8.7 Membership is not transferable and shall cease on any Member ceasing to be a Member for whatever reason.
- 8.8 In the case of an Honorary Life Member or an Individual Member, membership shall cease upon death, resignation in accordance with article 8.10 or expulsion in accordance with article 9 and in addition in the case of an Individual Member failure to pay its subscription fees in accordance with article 10.4.3.
- 8.9 In the case of a Member Club, membership shall cease upon resignation in accordance with article 8.10, failure to pay its subscription fees in accordance article 10.3.2, expulsion in accordance with article 9, if a Member Club passes a resolution for its own winding up, administration, liquidation or other insolvency event or if a Member Club not being a body corporate otherwise resolves that it be dissolved.
- 8.10 Notice of resignation of membership from the Company should be intimated in writing to the Chairperson. Where possible, the reasons for such resignation should be given and the date from which the resignation is to be effective. Subscription fees for the full year in which the Member resigns will be payable.

## **9 Expulsion of a Member**

- 9.1 The Board may terminate the membership of any Member without the relevant Member's consent by giving the relevant Member written notice if, in the reasonable opinion of the directors:
- 9.1.1 that Member is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute;
- 9.1.2 that Member has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- 9.1.3 that Member has failed to observe the terms of these Articles and the Rules.
- 9.2 Following such termination, the Board shall arrange for such Member to be removed from the Register of Members.
- 9.3 A Member whose membership is terminated under this article 9 shall not be entitled to a refund of any subscription fee and shall remain liable to pay to the Company any subscription or other sum owed by such individual or entity.

## **10 Annual subscription fees for Members and Registered Participants**

- 10.1 All Members of the Company, except from Honorary Life Members, and all Registered Participants shall pay an annual subscription fee to the Company. The provisions of articles 10.3 and 10.4 in relation to payment of annual subscription fees by Member Clubs and Individual Members in respect of a Participation Year shall not apply to any Member Club or Individual Member who has applied for membership of the Company in accordance with article 8.2 during that same Participation Year.
- 10.2 Any change to the annual subscription fees payable by, and the benefits attaching to, each class of Member and/or the Registered Participants (as the case may be) shall require the approval of the

Voting Members of the Company by way of ordinary resolution. Following the fixing of the annual subscription fees payable by, and the benefits attaching to, each class of Member and/or the Registered Participants by the Board in accordance with this clause, the Board shall notify the Members and/or the Registered Participants of any change to such annual subscription fees and/or benefits.

### **10.3 Payment of annual subscription fees by Member Clubs**

10.3.1 A Member Club's annual subscription fees in respect of a Participation Year shall be due for payment in advance by 31 August prior to the commencement of that Participation Year (or any such other date that has been notified to all Member Clubs by the Company giving no less than six months' notice) and failure by any Member Club to pay the annual subscription fee on or prior to the due date shall result in that Member Club's applicable rights and privileges of membership being, subject to the provisions of article 10.3.2, automatically suspended until such fees have been paid in full.

10.3.2 Failure by any Member Club to pay its annual subscription fees within three months of the due date shall result in that Member Club's membership of the Company being terminated.

### **10.4 Payment of annual subscription fees by Individual Members**

10.4.1 An Individual Member's annual subscription fees may in respect of a Participation Year be paid in advance by such Individual Member from 1 August prior to the commencement of that Participation Year (or any such other date that has been notified to all Individual Members by the Company giving no less than six months' notice).

10.4.2 Where an Individual Member has not paid the relevant annual subscription fee prior to the Participation Year commencing that Individual Member's applicable rights and privileges of membership shall be, subject to the provisions of article 10.4.3, automatically suspended until such fees have been paid in full.

10.4.3 Failure by any Individual Member to pay its annual subscription fees by 30 November in each calendar year (or any such other date that has been notified to all Individual Members by the Company giving no less than six months' notice) shall result in the membership of that Individual Member of the Company being terminated.

### **10.5 Payment of annual subscription fees by Registered Participants**

10.5.1 A Registered Participant's annual subscription fees in respect of a Participation Year may be paid in advance by such Registered Participant (or by a Member Club on behalf of a Registered Participant) from 1 August prior to the commencement of that Participation Year (or any such other date that has been notified to all Registered Participants by the Company giving no less than six months' notice) provided that a Registered Participant's annual subscription fees may not be paid until the relevant Member Club has paid its annual subscription fees in relation to that same Participation Year.

10.5.2 A Registered Participant shall have no rights, privileges nor be entitled to the benefits attaching to Registered Participants until such time as a Registered Participant (or a Member Club on behalf of a Registered Participant) pays the Registered Participant's annual subscription fees in full.

11 **General meetings**

- 11.1 The Company shall hold a general meeting in every calendar year as its annual general meeting (the “**Annual General Meeting**”). Such Annual General Meeting shall be held within seven months of the end of the Company’s financial year, the date and time of such meeting to be determined by the Board.
- 11.2 All general meetings other than the Annual General Meeting shall be called general meetings.
- 11.3 The Company shall give preliminary notice of the date of the Annual General Meeting to all Voting Members not less than six weeks prior to the date of the Annual General Meeting, such preliminary notice inviting the Voting Members to submit any nomination and/or resolutions to be proposed by such Voting Member to the Company’s registered office in writing not less than four weeks prior to the date of the Annual General Meeting.
- 11.4 Not less than fourteen clear days’ notice in writing shall be given to the Members in respect of all general meetings of the Company including the Annual General Meeting. Notice shall be issued in accordance with article 24. The accidental omission to give notice of a general meeting to or the non receipt of a notice of a general meeting by any person entitled to receive notice shall not invalidate the proceedings at that general meeting.
- 11.5 The Voting Members shall have the ability to:
- 11.5.1 require the directors to call a general meeting of the Company in accordance with section 303 of the Act; and
  - 11.5.2 require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with section 292 of the Act.
- 11.6 No business shall be transacted at a general meeting unless a quorum is achieved. The quorum for a general meeting of the Company shall be such number of Voting Members, either present in person or having submitted a Proxy Notice in accordance with article 14, that represent twenty five percent of the total aggregate number of votes that could be cast by all of the Voting Members at such meeting.
- 11.7 No business other than that specified in the notice of a general meeting shall be conducted at the said general meeting. The order of business at the Annual General Meeting shall include, without limitation:
- 11.7.1 apologies for absence;
  - 11.7.2 the approval of the minutes of the previous Annual General Meeting and of any subsequent general meetings of the Company;
  - 11.7.3 consideration of reports as the Board may consider appropriate to bring before the Annual General Meeting for approval or information;
  - 11.7.4 the presentation of the Company’s annual accounts;
  - 11.7.5 approval of any change to the annual subscription fees payable by, and the benefits attaching to, each class of Member and/or the Registered Participants (if required);
  - 11.7.6 the election of any directors;

- 11.7.7 the election of the Company's accountants / auditors (if required);
  - 11.7.8 consideration of any other resolutions; and
  - 11.7.9 any other competent business
- 11.8 The Chairperson of the Board shall chair general meetings and the Annual General Meeting. If the Chairperson of the Board is not present within fifteen minutes of the time at which a general meeting was due to start, the Board shall appoint one of their number to chair the general meeting. If there is no Board member willing to chair the general meeting the Voting Members present may choose one of their number to chair the meeting.
- 11.9 The chairperson may, with the consent of a general meeting at which a quorum is present (and shall if so directed by the Voting Members), adjourn a general meeting from time to time and from place to place, but no business shall be transacted at a re-convened general meeting other than business which might properly have been transacted at the general meeting had the adjournment not taken place. When a general meeting is adjourned for fourteen days or more at least seven clear days' notice shall be given to the Members specifying the time and place of the re-convened meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 11.10 Directors may attend and speak at general meetings, whether or not they are Members. The chairperson of a general meeting may permit other persons who are not Members or otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting.

## 12 **Votes of Voting Members**

- 12.1 Voting Members shall be entitled to vote on business at general meetings of the Company as follows:
- 12.1.1 subject to article 12.2, Member Clubs shall have two votes each; and
  - 12.1.2 Individual Members and Honorary Life Members shall have one vote each.
- 12.2 A Member Club wishing to exercise its right to use both of its votes at a general meeting must either:
- 12.2.1 appoint two authorised representatives to attend the general meeting on its behalf, with each of its authorised representatives being entitled to exercise one of the Member Club's votes. Each authorised representative of a Member Club shall be: (i) a Registered Participant of that Member Club; (ii) over the age of 16; and (iii) in possession of a form of authorisation, signed on behalf of that Member Club, authorising that authorised representative to exercise one of the Member Club's votes; or
  - 12.2.2 submit a Proxy Notice in accordance with article 14.
- 12.3 Except where a person is appointed as a proxy on behalf of another Voting Member, each person present at a general meeting of the Company may only exercise a vote in one capacity.

12.4 Notwithstanding the terms of this article 12, the voting rights of a Member shall be suspended at any general meeting of the Company or at a separate meeting of a class of Members of the Company unless all subscription fees payable by that Member to the Company have been paid.

12.5 In the event of an equality of votes, the chair of the general meeting shall have a casting vote.

### 13 **Poll votes**

A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the general meeting.

### 14 **Proxy votes**

14.1 Proxies may only validly be appointed by a Voting Member giving notice (a “**Proxy Notice**”) which:

14.1.1 states the name and address of the Voting Member appointing the proxy;

14.1.2 identifies the person appointed to be that Voting Member’s proxy and the general meeting in relation to which that person is appointed;

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

14.1.4 is delivered to the Company by the Voting Member by one of the means provided for in article 24 not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a Proxy Notice which is not delivered in such manner shall be invalid.

14.2 The Company may require a Proxy Notice to be delivered in a particular form, and may specify different forms for different purposes.

14.3 A Proxy Notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

14.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

14.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

14.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

14.5 A Voting Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that Voting Member.

14.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the Voting Member by whom or on whose behalf the Proxy Notice was given.

- 14.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 14.8 If a Proxy Notice is not executed by the Voting Member appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Voting Member's behalf.
- 15 **The Board**
- 15.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be more than five but no more than ten.
- 15.2 The Board shall comprise of the following roles:
- 15.2.1 independent Chairperson, appointed in accordance with article 15.3;
  - 15.2.2 a non-executive director, appointed in accordance with article 15.4;
  - 15.2.3 a non-executive director, appointed in accordance with article 15.5;
  - 15.2.4 chief executive officer, appointed in accordance with article 15.6;
  - 15.2.5 finance director, appointed in accordance with article 15.7;
  - 15.2.6 a director with responsibility for technical matters (Olympic disciplines), elected in accordance with article 15.8 and 15.9;
  - 15.2.7 a director with responsibility for technical matters (non-Olympic disciplines), elected in accordance with article 15.8 and 15.9;
  - 15.2.8 one general director without portfolio, elected in accordance with article 15.8 and 15.10; and
  - 15.2.9 two general directors without portfolio, elected in accordance with article 15.8 and 15.11.
- 15.3 The office of Chairperson shall be filled in accordance with the Company's policy on Board appointments. The person appointed as Chairperson shall, subject to article 16, not hold office for a continuous period extending beyond the end of the sixth Annual General Meeting after the general meeting at which such person was first appointed as follows:
- 15.3.1 the initial term shall, subject to article 16, be until close of the third Annual General Meeting after the general meeting at which such person first appointed; and
  - 15.3.2 the Chairperson may, if willing to act, be re-appointed in accordance with the Company's policy on Board appointments and shall, subject to article 16, retire at the close of the sixth Annual General Meeting held after the general meeting at which such person was first appointed.
- 15.4 An individual with appropriate skills and qualifications as may be determined by the Board may be nominated for the office of non-executive director provided for in article 15.2.2 by a majority vote of the Board. Notice of the Board's nominee for the office of non-executive director shall be given to the Voting Members and such appointment as a non-executive director shall only be effective if approved by the Voting Members by ordinary resolution at a general meeting. The person

appointed as a non-executive director in accordance with this article 15.4 shall, subject to article 16, not hold office for a continuous period extending beyond the end of the seventh Annual General Meeting after the general meeting at which such person was first appointed as follows:

- 15.4.1 the initial term shall, subject to article 16, be until close of the first Annual General Meeting after the general meeting at which such person was first appointed;
- 15.4.2 such non-executive director may, if willing to act, be re-appointed if approved by the Voting Members by ordinary resolution at the first Annual General Meeting after the general meeting at which person was first appointed and shall, subject to article 16, be appointed until close of the fourth Annual General Meeting after the general meeting at which such person was first appointed; and
- 15.4.3 such non-executive director may, if willing to act, be re-appointed if approved by the Voting Members by ordinary resolution at the fourth Annual General Meeting after the general meeting at which such person was first appointed and shall, subject to article 16, retire at the close of the seventh Annual General Meeting held after the general meeting at which such person was first appointed.

15.5 An individual with appropriate skills and qualifications as may be determined by the Board may be nominated for the office of non-executive director provided for in article 15.2.3 by a majority vote of the Board. Notice of the Board's nominee for the office of non-executive director shall be given to the Voting Members and such appointment as a non-executive director shall only be effective if approved by the Voting Members by ordinary resolution at a general meeting. The person appointed as a non-executive director in accordance with this article 15.5 shall, subject to article 16, not hold office for a continuous period extending beyond the end of the eighth Annual General Meeting after the general meeting at which such person was first appointed as follows:

- 15.5.1 the initial term shall, subject to article 16, be until close of the second Annual General Meeting after the general meeting at which such person was first appointed;
- 15.5.2 such non-executive director may, if willing to act, be re-appointed if approved by the Voting Members by ordinary resolution at the second Annual General Meeting after the general meeting at which such person was first appointed and shall, subject to article 16, be appointed until close of the fifth Annual General Meeting held after the general meeting at which such person was first appointed; and
- 15.5.3 such non-executive director may, if willing to act, be re-appointed if approved by the Voting Members by ordinary resolution at the fifth Annual General Meeting after the general meeting at which such person was first appointed and shall, subject to article 16, retire at the close of the eighth Annual General Meeting held after the general meeting at which such person was first appointed

15.6 The office of chief executive officer shall be filled in accordance with the Company's policy on Board appointments and such person shall remain in office until such time as that office is vacated in accordance with article 16.

15.7 The office of finance director shall be filled in accordance with the Company's policy on Board appointments. The person appointed as the finance director shall, subject to article 16, not hold office for a continuous period extending beyond the end of the sixth Annual General Meeting after the general meeting at which such person was first appointed as follows:

- 15.7.1 the initial term, subject to article 16, shall be until close of the third Annual General Meeting after the general meeting at which such person was first appointed; and
- 15.7.2 such finance director may, if willing to act, be re-appointed if approved by the Voting Members by ordinary resolution at the third Annual General Meeting after the general meeting at which such person was first appointed and shall, subject to article 16, retire at the close of the sixth Annual General Meeting held after the general meeting at which such person was first appointed.
- 15.8 The directors referred to in articles 15.2.6 to 15.2.9 shall be Individual Members or Registered Participants and shall be appointed as follows:
- 15.8.1 nominations for election may be made by a Voting Member to the Company in writing not less than four weeks prior to the date of the Annual General Meeting, such nomination stating the Board position for which that person is being nominated and having been signed by that person to confirm their willingness to be appointed. All nominations must be seconded by another Voting Member in writing not less than four weeks prior to the date of the Annual General Meeting;
- 15.8.2 following close of the nomination period, in the event of only one nomination being received for a vacant position on the Board that nominee shall be elected if at least a majority of the Voting Members' properly recorded votes are in favour of that nominee's election at the Annual General Meeting. If there are two or more candidates for one position on the Board, the Board shall issue with the notice of Annual General Meeting the list of nominees and provide details of each nominee's curriculum vitae; and
- 15.8.3 at the Annual General Meeting the person for whom the highest number of properly recorded votes is cast by the Voting Members shall be declared elected and in the event of an equality of votes the Chairperson shall have the casting vote.
- 15.9 Each of the persons appointed as directors with responsibility for technical matters in accordance with article 15.8 shall, subject to article 16, not hold such office for a continuous period extending beyond the end of the eighth Annual General Meeting after the general meeting at which each such person was first appointed as follows:
- 15.9.1 the initial term, subject to article 16, shall be until close of the second Annual General Meeting after the general meeting at which each such person was first appointed;
- 15.9.2 each such director with responsibility for technical matters may, if willing to act, be reappointed if approved by the Voting Members by ordinary resolution at the second Annual General Meeting after the general meeting at which each such person was first appointed and shall, subject to article 16, be appointed until close of the fifth Annual General Meeting held after the general meeting at which each such person was first appointed; and
- 15.9.3 each such director with responsibility for technical matters may, if willing to act, be reappointed if approved by the Voting Members by ordinary resolution at the fifth Annual General Meeting after the general meeting at which each such person was first appointed and shall, subject to article 16, retire at the close of the eighth Annual General Meeting held after the general meeting at which each such person was first appointed.



- 15.10 The person appointed to the office of general director without portfolio in accordance provided for in article 15.2.8 shall, subject to article 16, not hold such office for a continuous period extending beyond the end of the sixth Annual General Meeting after the general meeting at which such person was first appointed as follows:
- 15.10.1 the initial term shall, subject to article 16, be until close of the third Annual General Meeting after the general meeting at which such person was first appointed; and
  - 15.10.2 such director without portfolio may, if willing to act, be re-appointed if approved by the Voting Members by ordinary resolution at the third Annual General Meeting after the general meeting at which such person was first appointed and shall, subject to article 16, retire at the close of the sixth Annual General Meeting held after the general meeting at which such person was first appointed.
- 15.11 Each of the persons appointed to the offices of general director without portfolio in accordance provided for in article 15.2.9 shall, subject to article 16, not hold such office for a continuous period extending beyond the end of the seventh Annual General Meeting after the general meeting at which such person was first appointed as follows:
- 15.11.1 the initial term, subject to article 16, shall be until close of the first Annual General Meeting after the general meeting at which such person was first appointed;
  - 15.11.2 such director without portfolio may, if willing to act, be re-appointed if approved by the Voting Members by ordinary resolution at the first Annual General Meeting after the general meeting at which such director was first appointed and shall, subject to article 16, be appointed until close of the fourth Annual General Meeting after the general meeting at which such director was first appointed; and
  - 15.11.3 such director without portfolio may, if willing to act, be re-appointed if approved by the Voting Members by ordinary resolution at the fourth Annual General Meeting after the general meeting at which such director was first appointed and shall, subject to article 16, retire at the close of the seventh Annual General Meeting held after the general meeting at which such director was first appointed.
- 15.12 A director serving the maximum continuous term in accordance with article 15.3, 15.4, 15.5, 15.7, 15.9, 15.10 or 15.11 shall not be eligible to be appointed, elected or co-opted as a director until a time falling on or after the close of the next Annual General Meeting after their retirement.
- 15.13 Notwithstanding the terms of article 15.3, the Chairperson at the time of adoption of these Articles will be deemed to have been appointed as a director of the Company with effect from the close of the Annual General Meeting held in 2013 and such Chairperson shall hold office in accordance with article 15.3.
- 15.14 Subject to the terms of these Articles, it shall be competent for the Board at any time to appoint any person who is willing to act as a director to fill a vacancy arising by virtue of a director ceasing to hold office for whatever reason or by reason of no person being nominated for election for a particular portfolio, but such director shall only hold office until such vacancy has been filled in accordance with the Articles.
- 15.15 **sportscotland** have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board. To exercise such right

**sportscotland** must give written notice to the Board at least twenty four hours prior to the meeting that their observer will attend such meeting.

15.16 The Board shall have power to:

- 15.16.1 manage the business of the Company and exercise all the powers of the Company, whether relating to the management of the business or not;
- 15.16.2 determine the strategy and policy to be followed in carrying out the objectives of the Company;
- 15.16.3 subject to article 25, establish, make, maintain, publish and enforce all necessary policy statements and Rules in connection with the said objectives of the Company and gymnastics, including a policy and procedure for the appointment of the Chairperson, chief executive officer and finance director;
- 15.16.4 delegate any of its powers to a committee, or a duly appointed sub-committee, panel, working group or individuals whether or not the persons to whom the powers are delegated are directors;
- 15.16.5 carry out the objects of the Company excepting such of them as are under these Articles only capable of being dealt with by the Company in general meeting; and
- 15.16.6 nominate representatives to other bodies to represent the Company.

## 16 **Termination of a director's appointment**

16.1 The office of director shall be vacated if any director:

- 16.1.1 is removed from office by an ordinary resolution passed by the Voting Members of the Company in accordance with section 168 of the Act;
- 16.1.2 ceases to be a director by any other provision of the Act or becomes prohibited by law from being a director;
- 16.1.3 becomes bankrupt, is sequestered or makes any arrangement or composition with their creditors generally;
- 16.1.4 dies or is, or maybe, suffering from mental disorder and is incapable by reason of illness or injury of managing and administering their property and affairs;
- 16.1.5 resigns their office by notice to the Company;
- 16.1.6 fails to carry out the duties incumbent on them and the Board resolve that such director's office be vacated;
- 16.1.7 fails to observe the terms of the Rules; or
- 16.1.8 shall for more than six consecutive months have been absent (without permission of the Board or with reasonable excuse) from meetings of the Board held during that period and the Board resolve that such director's office be vacated.

16.2 For the Board to resolve that a director's office be vacated, a minimum of eighty percent of all Eligible Directors must be present at the directors' meeting and a motion to that effect has been proposed, seconded and carried by a majority of those present. It shall be open to the member of the Board who is removed by the Board to appeal to a general meeting of the Company. Notice of appeal may be made by the removed director to the Chairperson within four weeks of the relevant decision and only the Board shall then proceed to convene a general meeting for a date not later than eight weeks after the receipt of the notice of appeal.

## 17 **Unanimous decisions**

17.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

17.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

17.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

17.4 Where there is only one director that director shall take decisions in the form of resolutions in writing.

## 18 **Calling a directors' meeting**

18.1 Any director may call a directors' meeting by giving not less than five Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors and **sportscotland** (**sportscotland** having a right to appoint a representative to attend as an observer at each and any meeting of the Board in accordance with article 15.15) or by authorising the Company Secretary (if any) to give such notice.

18.2 Notice of a directors' meeting shall be given to each director in writing.

18.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

18.4 The Board shall meet as often as is deemed necessary by the Chairperson but shall meet a minimum of four times a year.

## 19 **Quorum for directors' meetings**

19.1 The quorum for the transaction of business at a meeting of directors is fifty percent of all Eligible Directors from time to time, and where such number of Eligible Director is an odd number, the quorum shall be the smallest whole number of Eligible Directors representing at least fifty percent of the Eligible Directors. In the event that there is only one Eligible Director then the quorum shall be that one Eligible Director.

19.2 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

19.2.1 to appoint further directors; or

19.2.2 to call a general meeting so as to enable the Voting Members to appoint further directors.

20 **Casting vote**

- 20.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairperson or other director chairing the meeting has a casting vote.
- 20.2 Article 20.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairperson or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

21 **Directors' conflicts of interest**

- 21.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching their duty under section 175 of the Act to avoid conflicts of interest.
- 21.2 Any authorisation under this article 21 shall be effective only if:
- 21.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - 21.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - 21.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 21.3 Any authorisation of a Conflict under this article 21 may (whether at the time of giving the authorisation or subsequently):
- 21.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 21.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - 21.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - 21.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 21.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, the Interest Director shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - 21.3.6 permit the Interested Director to absent them self from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

- 21.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct them self in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 21.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 21.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which such director derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 21.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided a director has declared the nature and extent of their interest in accordance with the requirements of the Act, such director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 21.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 21.7.2 shall be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the existing or proposed transaction or arrangement;
- 21.7.3 shall absent them self from the discussion of matters relating to the existing or proposed transaction or arrangement at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters;
- 21.7.4 shall not be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which that director is interested;
- 21.7.5 may act as an individual or through their firm in a professional capacity for the Company (otherwise than as auditor) and that individual or their firm shall be entitled to remuneration for professional services as if that individual was not a director;
- 21.7.6 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 21.7.7 shall not, save as such director may otherwise agree, be accountable to the Company for any benefit which that director (or a person connected with that director (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of that director's duty under section 176 of the Act.

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

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## 23 **Company Secretary**

The directors may appoint any person who is willing to act as the Company Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## 24 **Means of communication to be used**

24.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

24.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty eight hours after it was posted;

24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

24.1.3 if properly addressed and sent or supplied by electronic means (including, but not limited to email) one hour after the document or information was sent or supplied; and

24.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.

24.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## 25 **Rules**

25.1 The directors may establish, publish and enforce rules, regulations, bye-laws, policies and procedures and codes of conduct governing matters relating to Company administration and gymnastics that are required from time to time for the effective operation of the Company (the “Rules”).

25.2 All Rules, other than those relating to the appointment of the Technical Panels, may be amended by the Board from time to time. The Rules relating to the appointment of the Technical Panels may only be amended if approved by the Voting Members by ordinary resolution.

25.3 If there is a conflict between the terms of these Articles and the Rules, the terms of these Articles shall prevail.

## 26 **Indemnity and insurance**

26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 26.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by such individual as a relevant officer in the actual or purported execution and/or discharge of such officer's duties, or in relation to them including any liability incurred by such officer in defending any civil or criminal proceedings, in which judgment is given in such officer's favour or in which such officer is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on the part of such officer or in connection with any application in which the court grants such officer, in that capacity, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- 26.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by such officer in connection with any proceedings or application referred to in article 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 26.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 26.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 26.4 In this article:
- 26.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 26.4.2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 26.4.3 a "**relevant officer**" means any director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not such individual is also a director or other officer), to the extent such individual acts in their capacity as auditor.