THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

JUDOSCOTLAND (Company Number: SC113172)

1. PRELIMINARY AND INTERPRETATION

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 from time to time;

"Bad Leaver" means an employee of the Company who ceases to be an employee because he is dismissed lawfully by the Company;

"BJA" means The British Judo Association, a company incorporated under the Companies Acts (Company Number: 1393958) and having its registered office at Walsall Campus, University of Wolverhampton, Gorway Road, Walsall, England WS1 3BD;

"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 5.2;

"CEO" means chief executive of the Company from time to time;

"Chair" means chair of the Company from time to time so appointed by the Board in accordance with the provision set out in Article 3.2.1 ;

"Club "A" Members" are those Clubs who are members of the Company and who are not "Club B Members";

"Club "B" Members" are those Clubs who are members of the Company, but not Club "A" Members and in whom a Club "A" Member has a Controlling Interest;

"Club Members" means Club "A" Members and Club "B" Members;

"Club" means a judo club constituted in Scotland;

"Company" means JudoScotland, a company incorporated in Scotland under the Companies Acts (Company Number SC113172);

"Controlling Interest" means the power of a Club to secure the affairs of another Club are conducted in accordance with the wishes of that first mentioned Club:

(a) by means of possession of voting power, in relation to the second mentioned Club; or
(b) by virtue of any powers conferred by the constitutional or corporate documents or any other document regulating the second mentioned Club;

"Director" means a director of the Company, including any person occupying the position of Director in accordance with Article 3;

"Good Leaver" means an employee of the Company who ceases to be an employee due to ill health, retirement, resignation or who is not a Bad Leaver;

"Independent Director" means a person who is not a Member appointed as a Director by the Board in accordance with Article 3.4;

"Individual Members" are the Honorary President, Honorary Vice President(s), Honorary Life Members, Individual Senior Members and Individual Junior Members as further defined in Article 2.1.1;

"Member" means a Club Member or Individual Member 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;

"Nominations Committee" means the committee responsible for recommending individuals for the roles of Honorary President, Honorary Vice Presidents and Independent Directors to the Board for their approval as further defined in Article 5.

"Ordinary Resolution" means a resolution that is passed by a simple majority in accordance with section 282 of the Act;

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

"Registered Office" means the registered office of the Company as intimated to Companies House from time to time;

"Rules of the Sport" means the rules relating to the Sport as recognised by the National, European, or World Governing Body of the Sport;

"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 Sport and all rules of the BJA;

"Sport" means the sport of judo;

"Sports Resolutions" means Sports Dispute Resolution Panel Limited, a company incorporated in England & Wales (Company Number: 3351039) and having its registered office at 1, Paternoster Lane, St Paul's, London, United Kingdom, EC4M 7BQ;

"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; and

"Voting Members" means Club "A" Members.

1.2 Unless the context otherwise requires, the singular shall include the plural and vice versa, any reference to a gender includes each other gender and bodies corporate and unincorporated.

1.3 Save as otherwise specifically provided in these Articles, words and expressions which have 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 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

The subscribers to the Memorandum of Association and such other persons as shall be admitted to Membership in the manner hereinafter stated shall be the Members of the Company.

2.1 The classes of Membership shall be as follows:-

2.1.1 Individual Members - within the class of Individual Membership there shall be the following categories:-

2.1.1.1 Honorary President - there shall be an appointment of an individual who will act in an ambassadorial role for the Sport on the recommendation of the Nominations Committee and approved by the Board. A person may hold the position of Honorary President for an initial period of four years and may be re-appointed by the Nominations Committee for a further period of four years commencing on the fourth anniversary of their original appointment. At the end of the second term the relevant appointed person shall be deemed to have resigned as Honorary President. A person may not be the Honorary President for more than eight years in total and if the Honorary President retires or resigns, the Nominations Committee will recommend a replacement to the Board.

2.1.1.2 Honorary Vice-President(s) - shall be open to individuals who will act in an ambassadorial role for the sport and who will support the Honorary President with their role. Honorary Vice-Presidents will be appointed on the recommendation of the Nominations Committee and approved by the Board Notwithstanding the foregoing provisions of this Article 2.1.1.2, the following provisions shall apply to the persons who are Vice-Presidents as at close of business of the Annual General Meeting held on the date of the adoption of these Articles.

(i) Any person who is a Vice-President as at the Annual General Meeting held on 30th September 2023 who has served less than four years may remain as Vice President for an initial period of four years from the date of their original appointment and may be re-appointed by the Nominations Committee for a further period of four years commencing on the fourth anniversary of their original appointment. At the end of the second term the relevant appointed person shall be deemed to have resigned as Honorary Vice President and will not be eligible for re-appointment to this role; and

(j) Any Vice-President in office as at the Annual General Meeting held on 30th September 2023 who has served for more than four years shall be entitled to serve for a further four year term commencing from the Annual General Meeting held on 30th September 2023. At the conclusion of that four year term, they shall automatically retire and will not be eligible for re-appointment to this role.

2.1.1.3 Honorary Life Membership - shall be open to those who are Members of the Company and who in view of their long and distinguished service to the Sport are so appointed by the Board;

2.1.1.4 Individual Senior Membership - shall be open to any person aged sixteen or over, with an interest in the Sport who wishes to support the objectives of the Company and on payment of the appropriate subscription such Individual Senior Members shall receive the benefits of Membership in accordance with these Articles;

2.1.1.5 Individual Junior Membership - shall be open to any person under the age of sixteen with an interest in the Sport who wishes to support the objectives of the Company and on payment of the appropriate subscription such Individual Junior Members shall receive the benefits of Membership in accordance with these Articles;

2.1.1.6 Individual Senior and Junior Membership are together referred to as Individual Membership in the Articles.

2.1.2 Club "A" Membership - shall be open to all Clubs which are admitted as members of the BJA in accordance with the rules of the BJA, are not Club "B" Members and are designated by the Board as Club "A" Members; and

2.1.3 Club "B" Membership - shall be open to all Clubs admitted as members of the BJA in whom a Club "A" Member has a Controlling Interest.

2.2 **Admission to Membership and Rules**

2.2.1 All applicants for Individual Membership shall be required to complete and submit the Application for Membership form provided by the Board of the Company along with such information as may be required by the Board and the appropriate annual subscription. The Board shall consider the application and may at their discretion hear verbal submissions from any applicant. The admission of individuals shall be determined promptly by the Board who have the power to grant or refuse admission to membership (or any renewal of membership) on such terms as the Board may from time to time determine and who shall not be under an obligation to assign any reason for refusal for membership or the renewal of membership. For the avoidance of doubt, admission will not be granted until after receipt by the Company of the appropriate annual subscription.

2.2.2 All Clubs admitted as members of the BJA (in accordance with the rules of the BJA) which have their head office in Scotland shall automatically be deemed to have applied to be Club Members of the Company provided that the Company shall be entitled to refuse the Membership of a Club if it is so determined by the Board (who shall not be under an obligation to assign any reason for refusal of membership).

2.2.3 Without prejudice to Article 2.2.2, on admission as members of the BJA, all Clubs with their head office in Scotland shall automatically be deemed to be Club "B" Members unless and until the Board determines: (i) that they shall be a Club "A" Member; or (ii) to refuse the Membership of a Club pursuant to Article 2.2.2. In determining this the Board will consider the constitution of the Club and the overall structure of the Club (including those persons involved in the running of that Club and any other Club). Clubs shall provide all information and documentation to the Board that the Board shall reasonably require in order for the Board to determine whether that Club is a Club "A" Member or a Club "B" Member.

2.2.4 When a Club applies to the Company to be affiliated, and the venue of that Club is occupied by another Club, the Company will only approve affiliation if a Memorandum of Understanding is in place between both Clubs;

2.2.5 If a Club has been inactive in a venue for a period of 12 consecutive months or more, it will be the intention of the Company to review the affiliation of the Club.

2.2.6 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.

2.2.7 Each Member shall be bound by and shall abide by these Articles of Association and all Rules. In signing the Membership form each Individual Member agrees that the Member signing shall be deemed to be and be in fact bound by the terms of the Articles of Association of the Company and the Rules. In signing the BJA membership form each Club Member having its head office in Scotland agrees that the Member signing and all members of that Club shall be deemed to be and be in fact bound by the terms of the Articles of Association of the Company and the Rules and undertakes 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 Person affiliated to a Member 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 Member or Person to comply with the provisions of this Article 2.2.5 may result in the membership of that Member or Person being terminated by the directors without his consent by giving him written notice.

2.2.8 Other than the rules of membership set by the BJA, the policy rules and conditions for admission to Membership and the payment of fees and subscriptions for Membership (payable to the Company) shall be fixed by the Board. Any subscriptions payable by the Club Members to the BJA shall be determined by the BJA.

2.2.9 All successful applicants who are admitted as Members, agree to be bound by and adhere to the rules and regulations contained within these Articles of Association and all Rules.

2.3 **Voting Rights and Privileges of Members**

2.3.1 Club "A" Members shall be entitled to attend and speak at General Meetings, shall have one vote each at General Meetings and shall be liable for the guarantee set out in Article 16.3;

2.3.2 All Club "B" Members and Individual Members shall have no right to attend, speak or vote at General Meetings of the Company in either capacity and shall not be liable for the guarantee set out in Article 16.3; and

2.3.3 Individual Members aged eighteen or over have the right to stand for office in the Company and its Committees, and Sub-Committees provided that they have been Members for the previous two-year period.

2.4 **Retiral or Resignation of Membership**

2.4.1 Notice of retiral or resignation from Membership of the Company or from any of its Committees, or Sub-Committees is to be intimated in writing to the Secretary of the Company. Where possible, the reason for doing so should be given and the date from which it is intended the retiral or resignation should take effect. Membership fees for the full year in which the Member retires or resigns will be payable and non-refundable;

2.4.2 Any organisation shall cease to be a Member of the Company if notice of any resolution to wind up that organisation is passed or, in the case of a Club Member, that Club ceases to be a member of the BJA;

2.4.3 The failure by any Member be they Individual Member or Club Member to renew their subscription (whether payable to the Company or the BJA) within two months of the due date for renewal shall automatically terminate Membership of the Company;

2.4.4 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;

2.4.5 No Club "A" Member shall be entitled to vote at any General Meeting unless all monies payable by them or the organisation they represent (to the Company or the BJA) have been settled in full ;

2.4.6 All subscriptions due and payable to the Company shall be due and payable by 31st March in each year and there shall also require to be advised at the same time to the Company the number of individual members of each Club "A" Member. Without prejudice to Article 2.4.3, failure to make payment or provide such information by the due date may, at the discretion of the Board, result in the defaulting Member being debarred from participating in and benefiting from any of the activities of the Company or being entitled to vote at General Meetings until such time as the monies due are paid or such information has been provided.

2.5 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:

2.5.1 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 or Directors into disrepute;

2.5.2 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

2.5.3 that Member has failed to observe the terms of these Articles and the Rules.

2.6 Following such termination, the Board shall arrange for such Member to be removed from the Register of Members.

2.7 A Member whose membership is terminated under Article 2.5 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.

3. **DIRECTORS AND SECRETARY**

3.1 Unless otherwise determined by Ordinary Resolution, the number of Directors shall be not more than ten and not less than five.

3.2 The Board shall consist of:

3.2.1 the Chair who shall be appointed by the Board following a recruitment process and recommendation from the Nominations Committee based on a skills criteria agreed by the Board of Directors for the role. The Chair shall be a voting member of the Board and have a casting vote at all meetings of the Board.

3.2.2 the Treasurer who shall be appointed by the Board following a recruitment process and recommendation from the Nominations Committee based on a skills criteria agreed by the Board of Directors for the role. The Treasurer shall be a voting member of the Board and shall act as the Treasurer of the Company;

3.2.3 up to five Directors who shall be elected at the Annual General Meeting and who shall each be a voting member of the Board;

3.2.4 up to three Independent Directors, who shall be appointed in accordance with Article 3.5 and who shall each be a voting member of the Board; and

3.2.5 any other Director co-opted in accordance with Article 3.4 and who shall be a voting member of the Board. Clause 17 of the Model Articles shall be modified accordingly. In the absence of full capacity of Directors in accordance with Article 3.2.3, Article 3.2.5 will come into effect

3.3 Effective from 1 April 2025, it is a legal requirement that no person shall be eligible for appointment as a Director (including, elected, co-opted and Independent) unless they are a member of the Protection of Vulnerable Groups (PVG) Scheme (or any replacement scheme) prior to commencement of such a role.

3.3.1 All Directors must maintain up-to-date membership of the PVG Scheme for the duration of their term. It shall be the responsibility of each Director to ensure their PVG membership is current and valid at all times.

3.3.2 If a Director ceases to hold a valid PVG Scheme membership during their term or is barred from any regulated role under the PVG Scheme, then the Board may suspend or remove the Director from office with immediate effect.

3.3.3 The Company shall maintain all up-to-date records of all Directors PVG Scheme memberships.

3.4 It shall be competent for the Board at any time to co-opt a person, who is willing to act, as a Director to fill a vacancy on the Board arising by virtue of any 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 hold office only until close of the next Annual General Meeting held after their co-option. Such Director shall be eligible for appointment at such Annual General Meeting in accordance with Article 3.8.

3.5 An individual who is not a Member, with appropriate skills and qualifications (having satisfied a competency framework) may be proposed to the Board by the Nominations Committee and may be appointed to the office of Independent Director provided for in Article 3.2.4 by a majority vote of the Board. A person appointed as an Independent Director in accordance with this Article 3.5 shall, subject to Clause 18 of the Model Articles and Article 3.6, not hold office for a continuous period of more than eight years from the date of their appointment, subject to the following:

3.5.1 the initial term shall, subject to Clause 18 of the Model Articles and Article 3.6, be until midnight on the fourth anniversary from the date of their appointment; and

3.5.2 such Independent Director may, if willing to act, be re-appointed if approved by a majority vote of the Board on or before the fourth anniversary of the date of their original appointment and shall, subject to Clause 18 of the Model Articles, retire on the eighth anniversary from the date of their appointment. Where such Independent Director is not re-appointed by the Board in accordance with this Article 3.4.2, they shall not be eligible to be appointed, elected or co-opted as a Director until at least one year after their retiral.

3.6 An Independent Director appointed by a majority vote of the Board in accordance with Article 3.5 may be removed from their office by a decision of the Board before close of the eighth anniversary of their appointment, providing that a minimum of seventy five percent of the Directors (other than such Independent Director) are present at the Board meeting and a motion to that effect has been proposed, seconded and carried by a simple majority of them. Grounds for removal of such Independent Director in accordance with this Article 3.6 shall include, but not be limited to, such Independent Director failing to carry out the duties incumbent on them or for more than six consecutive months such Independent Director having been absent (without permission of the Board or with reasonable excuse) from meetings of the Board held during that period. It shall be open to such Independent Director who is removed by the Board in accordance with this Article 3.6 to appeal to a General Meeting of the Company. Notice of appeal may be made by the removed Independent Director to the Chair within two weeks of the relevant decision and 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.

3.7 At each Annual General Meeting, Directors (excluding any co-opted Director and Independent Director) shall retire by rotation in line with conclusion at end of tenure. Each Director (excluding any co-opted Director and Independent

Director) may not hold office for a continuous period extending beyond close of the eighth Annual General Meeting held after they were appointed or for two non-consecutive terms of office, subject to the following:

3.7.1 the initial term shall, subject to Clause 18 of the Model Articles and Article 3.6, be until close of the fourth Annual General Meeting held after they were appointed; and

3.7.2 such 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 they were first appointed and shall, subject to Clause 18 of the Model Articles, retire at close of the eighth Annual General Meeting held after they were first appointed. After two terms of office, each Director shall automatically retire and may not seek re-election or re-appointment.

3.7.3 Any Director may be appointed as Chair but can serve a maximum of ten years in total on the Board, inclusive of all time spent as Chair. After this period, they will automatically retire and may not seek re-election or re-appointment to the Board.

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3.7.4 The Chair shall be entitled to receive annual remuneration, payable by the Company, for their services as determined by the Board from time to time. For the avoidance of doubt, any such payment is strictly for the purposes of board leadership duties and responsibilities, and does not constitute, nor shall it be deemed to create a contract of employment between the Chair and the Company.

3.7.5 There shall be no remuneration attached to the role of a Director (excluding the Chair) except where a Director has incurred reasonable out of pocket expenses, provided such expenses are genuinely and properly incurred in the direct performance of their ordinarily directorial duties.

3.7.6 Subject to Article 3.7.3, the Chair of the Board of Directors shall serve for a term ending at the close of the fourth Annual General Meeting after their original appointment. Provided that the Chair may be re-appointed at the fourth Annual General Meeting after their original appointment, they may serve for a further term ending at the close of the fourth Annual General Meeting after their re-appointment. After appointment as Chair and, subject to Article 3.7.3, after a maximum of two terms, the Chair is required to retire at the end of their second term and will not be eligible for re-appointment to the Board of the Company at any time thereafter.

3.7.7 For the purposes of the Articles, each person who was a Director (including the Chair), at the close of business of the Company's Annual General Meeting held on 29th October 2022 (for the purpose of these Articles referred to as the "2022 AGM"), shall be subject to the provisions in Article 3.7

3.7.7.1 Notwithstanding the foregoing provisions of this Article 3.6, the following provisions shall apply to each person who, at the close of business of the 2022 AGM, was a Director (including the Chair):

3.7.7.2 any Director or Chair who has held office (as Director and or Chair) for more than 10 years as at 29th October 2022 and who was re-appointed at the 2022 AGM shall be entitled to serve for a term ending at the close of the fourth Annual General Meeting after such re-appointment whereupon they shall automatically retire and may not seek re-election or re-appointment to the Board;

3.7.7.3 any Director who has held office for more than 10 years as at 29th October 2022 and who was not re-appointed at the 2022 AGM shall be entitled to continue to hold office until the next following Annual General Meeting held after the 2022 AGM (the "Next AGM") and may be re-appointed at the Next AGM and serve for a further term ending at the close of the fourth Annual General Meeting after their re-appointment whereupon they shall automatically retire and may not seek re-election or re-appointment to the Board; and

3.7.7.4 any Director who has held office for more than 5 years but less than 10 years as at 29th October 2022 shall be entitled to continue to hold office until the Next AGM (as defined in Article 3.6.7.2) and may be re-appointed at the Next AGM and serve for a further term ending at the close of the fourth Annual General Meeting after their re-appointment whereupon they shall automatically retire and may not seek re-election or re-appointment to the Board.

3.8 All Directors (other than Chair, Treasurer, Independent Directors and any co-opted Director) shall be appointed at the Annual General Meeting of the Company. Nominations for any position on the Board must be received in the Company office not less than thirty days prior to the Annual General Meeting in each case supported and endorsed by two Club Members and be accompanied by a summary of the candidate. In the event of only one nomination being received for a vacant position that nominee will be appointed unopposed 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 summary and 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 Chair shall have a casting vote.

3.9 No person who is either (a) currently an employee of the Company or (b) who has ceased to be an employee of the Company and is a Bad Leaver may serve as a Director of the Company and any such nomination received by the Board in respect of any person in terms of Article 3.8 shall be disregarded by the Board provided always that:

3.9.1 subject to the prior approval of the Board any Director may hold a temporary position of employment with the Company for up to three months in duration during which time the relevant Director shall not be entitled to vote at Board meetings; and

3.9.2 if a Director accepts a permanent position of employment with the Company or continues to hold a temporary position with the Company for more than three months that Director shall be deemed to have resigned as a Director on the date on which either event occurs.

3.10 A person who has ceased to be an employee of the Company may serve as a Director of the Company from a date two years from the date of their cessation of employment provided that such person is a Good Leaver.

3.11 The Company shall not be obliged to have a Company Secretary but unless it is otherwise determined by the Board, the Chief Executive of the Company shall be the Secretary of the Company.

4. PROCEEDINGS OF DIRECTORS

4.1 A person shall cease to be a Director in those circumstances listed in Clause 18 of the Model Articles, if they shall have been absent without permission of the Directors for three consecutive Board meetings and the Directors resolve that their office be vacated or, if that person is an employee of the Company upon ceasing to be an employee. 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.

4.2 The office of Director shall be vacated if they are removed from office by notice addressed to them at their last-known address and signed by all their co-Directors provided that this power shall only be used if the Board considers the Director to be in breach of their duties as a Director of the Company.

4.3 The Board of Directors shall meet no less than six times per annum.

4.4 The quorum for the transaction of business of the Directors shall be five. If 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 for the meeting) at the same time and place, when the Directors present will constitute a quorum. Without prejudice to Article 3.2.1, each Director shall have one vote at Board Meetings.

4.5 A Director may participate in a meeting of the Board by means of conference telephone or other 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 4.4 herein.

4.6 At the first Board meeting following the Annual General Meeting taking place in 2024 and every second Annual General Meeting thereafter, the Board shall appoint a Vice-Chair from their number who shall, unless it is otherwise determined by the Board, act as Vice-Chair. To the extent that the Chair cannot act in that capacity, the Vice-Chair should perform the role of the Chair in their place. If the position of Chair is vacant, the Vice Chair will act as Chair until the recruitment process for a new Chair has been completed and the new Chair appointed.

5. Nominations Committee

5.1 The Board shall have the ultimate decision on all Board appointments following the recommendation by the Nominations Committee.

5.2 The Nominations Committee shall consist of: -

5.2.1 The Chair of the Company or Vice Chair as substitute;

5.2.2 Two Appointed Directors, one of which should be Independent where possible; and

5.2.3 The Partnership Manager from sportscotland or the Chief Executive Officer of the Company as appropriate

5.3 The Chair of the Company shall chair the Nominations Committee on all occasions except where the Nominations Committee is considering the re-appointment of the Chair in which case the Chair shall not participate in that part of

relevant meeting of the Nominations Committee which shall be chaired by the Vice Chair failing which another member of the Nominations Committee appointed by the members of that committee other than the Chair.

6 **POWERS OF BOARD OF DIRECTORS**

6.1 Subject to the provisions of the Act, the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.

6.2 In particular and without prejudice to the foregoing generality, the Board of Directors will be responsible for (a) deciding on matters of strategy and policy (taking into account input from the standing sub-committees of the Board respectively at the date of incorporation the competition, coaching, recreation and access sub-committees and such other sub-committees as the Board shall deem appropriate, who will be responsible for adopting the policy and then co-ordinating the activities of the various technical committees as appropriate); (b) framing and amending such Rules, bye-laws, remits, codes of conduct and ethics as the Board deem appropriate; and(c) dealing with any matter not reserved for a General Meeting under these Articles or the Act.

7 **CONFLICT OF INTEREST**

7.1 All Directors and Staff of the Company together with any committee 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.

7.2 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 their 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:

7.2.1 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;

7.2.2 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

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

7.3 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.

7.4 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.

7.5 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:

7.5.1 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;

7.5.2 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;

7.5.3 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;

7.5.4 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;

7.5.5 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;

7.5.6 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 corporate body in which the Company is otherwise (directly or indirectly) interested; and

7.6 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.

8 GENERAL MEETINGS

8.1 The Annual General Meeting of the Company shall be held each year within nine months of the end of the Company's preceding accounting reference period on such date, time and place as the Board shall determine. The Board shall confirm the date of the Annual General Meeting to the Club Members (whether in writing or on the Company's website or otherwise) not later than two months prior to the due date for the meeting. The Agenda shall be prepared by the Board and issued as part of the notice of the meeting to be sent at least fourteen days prior to the due date for the meeting. Any item of business, which any member entitled to vote wishes to have placed on the Agenda, should be intimated in writing to the Company Secretary thirty days prior to the Annual General Meeting in each year.

8.2 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. The notice calling the Annual General Meeting shall be accompanied by such 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. The notice and Agenda shall be sent to all Club Members.

8.3 No business shall be transacted at any General Meeting unless there are twenty percent (rounded down to nearest whole number) of Voting Members present in person, online or by proxy. If after thirty minutes there is still no quorum present, then the Secretary or Treasurer will be instructed to call another Annual General Meeting within fifty-six days. The business of such an Annual General Meeting will proceed whether or not a quorum is present.

8.4 The business of the Annual General Meeting shall include:

8.4.1 the approval of the Minutes of the previous Annual General Meeting and of any subsequent General Meetings;

8.4.2 such reports as the Board might consider appropriate to bring before the Annual General Meeting for approval or information;

8.4.3 the submission of the Annual Financial Statements;

8.4.4 the appointment of the Auditors for the ensuing year;

8.4.5 the election or re-election of the Treasurer (if required);

8.4.6 the election or re-election of Directors; and

8.4.7 any other competent business.

8.5 The Board may whenever they see fit, convene a General Meeting. General Meetings shall be convened on such requisition, or may be convened by such percentage of the Members as required by the Act and any such meeting shall be held within the timescales set out in and in accordance with the Act. Any such requisition shall state the purpose for which the meeting is to be called and the resolution or resolutions which will be moved by the requisitionists of the meeting. No other business shall be conducted at such a meeting except that of which notice has been given. If within thirty minutes of the time of which notice has been given a quorum is not present, the meeting will be abandoned.

8.6 At General Meetings, the Chair shall preside as Chair of the Meeting and in the absence of a Chair, the Board shall elect one of their number to act as Chair.

8.7 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 Voting Member by a duly authorised representative and shall be in the form sent to the Voting 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:

8.7.1 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 forty -eight hours before the time for holding the meeting or adjourned meeting; or

8.7.2 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 forty-eight hours before the time for holding the meeting or adjourned meeting.

8.8 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 Chair may determine or as required by the Voting Members in accordance with the Act and the Model Articles.

8.9 The Voting Members shall have the ability to:

8.9.1 require the Directors to call a general meeting of the Company in accordance with section 303 of the Act; and

8.9.2 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.

8.10 A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the General Meeting, during the General Meeting, any information or opinions which that person has on the business of the General Meeting.

8.11 A person is able to exercise the right to vote at a General Meeting when:

8.11.1 that person is able to vote on resolutions put to the vote at the General Meeting; and

8.12 The Directors may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote.

8.13 In determining attendance at a General Meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

8.14 Two or more persons who are not in the same place as each other attend a General Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that General Meeting, they are (or would be) able to exercise them.

9 **MINUTES**

9.1 The Directors shall cause Minutes to be made in books kept for the purpose:

9.1.1 of all appointments of officers made by the Directors; and

9.1.2 of all proceedings at meetings of the Company and of the Directors or of committees of Directors, including the names of Directors present at such meeting.

9.2 Each of the sub-committees of the Board or technical committees of the Company shall be responsible for ensuring that copies of the minutes of their meetings are timeously sent to the Company Secretary for distribution to the Board.

10 **THE SEAL**

The Company shall not be obliged to have a Common Seal.

11 **FINANCE**

11.1 The accounting reference date of the Company shall be 31st December in each year but subject to the approval of the Company in General Meeting and to the provisions of the Act, the Board may alter the accounting reference date and make the necessary consequential amendments to the Articles of Association with respect to the date of payment of the annual fees, subscriptions and contributions.

11.2 All subscriptions and affiliation fees shall be due for payment annually.

12 **DISCIPLINE**

12.1 The Company's Disciplinary Policy applies to any person who is an Individual Member or who is operating in the capacity of a Member of JudoScotland, including: judoka, coaches, referees, technical officials, volunteers, supporters, helpers, members of Clubs and Board members, entrants to events authorised or organised by JudoScotland, and individuals or organisations contracted to, or whose services are engaged to deliver programmes and courses on behalf of JudoScotland (herein referred to as 'Parties'). In addition, all Parties shall accept relevant organisational Codes of Conduct, conditions of entry of events entered into and shall comply at all times with all rules of the International Olympic Committee (IOC) and the World Anti-Doping Agency (WADA).

13 **NOTICES**

13.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient at the last known address, email or phone number provided by the relevant Member or Person:

13.1.1 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;

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

13.1.3 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

13.1.4 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.

13.2 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.

14 **INDEMNITY**

Subject to 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 their office or otherwise in relation hereto including any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which they are acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to them 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 their 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.

15 **OBJECTS**

15.1 The objects of the Company shall be to promote, foster, develop, organise and control the Sport in Scotland, and to liaise with the appropriate British body and other National or International judo bodies, recognised by the International Judo Federation in the furtherance of these objects. The Company shall have the following powers exercisable in furtherance of its said objects, namely:

15.1.1 to act as the governing body for the Sport in Scotland;

15.1.2 to encourage and help all, especially young people, to promote their health wellbeing and education, to develop their self-reliance and independence, and to acquire a greater knowledge and enjoyment through participation in the Sport;

15.1.3 to promote the Sport in all its forms and ways compatible with the preservation and protection of the intrinsic values of judo; to initiate support and co-operate with others in proposals and activities, calculated to assist in the promotion of the objects of the Company and to combine or collaborate with other Associations, bodies and organisations interested in sport recreation;

15.1.4 to promote and organise or assist in promoting and organising, and to sanction, judo gradings, championships, trials, training sessions, courses, demonstrations, festivals and other competitive and recreational events; to select, train and administer competitors to represent Scotland; and to give encouragements and support to Scottish competitors chosen to represent Great Britain;

15.1.5 to promote international co-operation and friendship by participation with judoka and judo organisations in other countries in competitions, events and courses by encouraging the arrangement of such events in Scotland in which judoka from other countries may take part;

15.1.6 to be a member of and co-operate with all such bodies, organisations and associations in particular the British Judo Association and otherwise as may be determined by the Board;

15.1.7 to arrange and provide for or join in arranging and providing for the holding of courses of instruction and exposition in judo skills and techniques, the testing of skills and techniques, the establishment and conduct of a system of qualification for persons involved in such courses and testing, the establishment of standards and proficiency, the award of certificates or badges of attainment and the promotion of safety in the Sport, to make and enforce Rules and to formulate and issue guidelines concerning all forms and aspects of the Sport, the conduct and management of any of the judo events referred to above; to encourage a code of conduct for judoka and to make appropriate regulations to ensure that the carrying through of such Codes of Conduct, disciplinary procedures and the anti-doping programme and Rules are properly observed; and to promote the observance of the said codes, procedures, programmes or rules by its members and others;

15.1.8 to protect the interests of judoka, to work for improved facilities for judo in Scotland and for greater access to facilities for the purposes of the Sport;

15.1.9 to promote, assist and support any administrative or legislative measure or any proposal which in the opinion of the Board may be calculated to improve such facilities and access; to oppose by such action as may be deemed appropriate, measures, proposals or acts which in the opinion of the Board are likely to injure or reduce such facilities and access;

15.1.10 to create and promote by publicity and education an informed and interested public opinion on the value and importance of the Sport in its various forms; to provide meetings, publications, exhibitions, lectures and addresses, displays of pictures, films, models or by any other means, the collection and dissemination of knowledge about the Sport in Scotland or elsewhere and promote the provision of development of additional facilities;

15.1.11 to provide and supply information and advice to members concerning the practice of competitive and recreational judo by means of books, periodicals, magazines, journals, leaflets, advertisements or any other appropriate methods;

15.1.12 to foster the technical improvement and development of judo equipment and other appliances and gear associated with the Sport; to undertake or support or assist the undertaking of investigations and research relevant to the use such equipment;

15.1.13 to arrange with any person or undertaking or organisation for the provision of services for members of the Company in respect of insurances, travel facilities or the purchase of goods, equipment or appliances; and

15.1.14 to act as trustees, secretaries, managers and registrars and to provide services of any sort whatsoever for any Association, Society Club, Committee, body or person interested in or associated with the Sport.

15.2 The Company shall have without prejudice to the generality of the foregoing, power to do all such lawful thing as will further the foregoing objectives and in particular:

15.2.1 to obtain, collect and receive money and funds by way of contributions, subscriptions, fees, donations, legacies, awards, grants, covenants or by organising functions or events or by any other lawful method and to accept and receive gifts or property of any description (whether subject to any special trust or not);

15.2.2 to decide all doubtful and disputed points arising within Scotland in connection with the Sport;

15.2.3 to make, vary, alter, maintain and enforce rules and regulations for the control and governance of the Sport in Scotland and carry through and impose the codes of conduct, disciplinary procedures and the anti-doping programme and rules of the federation or as may be set out or referred to in the Bye-laws of the Company from time to time in force;

15.2.4 to promote the teaching of the Sport and to encourage those recognised as coaches and teachers, referees and officials;

15.2.5 to co-operate with education authorities and establishments, universities and generally the tertiary education system in the promotion of the Sport and of appropriate courses for players, coaches, teachers, referees and officials;

15.2.6 to print, publish, issue, circulate and commission papers, periodicals, books, circulars and other literary works and to commission or make films or video tapes, wall charts and any other forms of visual aid in connection with the Sport;

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

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

15.2.9 to lay out, manage, equip and maintain facilities or accommodation (whether vested in the Company or not) to be used for the coaching, teaching, or for competitive or recreational use for the Sport;

15.2.10 to purchase, lease or by any other means acquire interests in or take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;

15.2.11 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;

15.2.12 to apply for, register, purchase, or buy other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patent rights, brevets d'invention, licenses, secret processes, trademarks, designs, protections, concessions and generally intellectual property or rights and to disclaim, alter, modify, use and turn to account ant to manufacture under or grant licenses or privileges in respect of the same, and to expend in money in experimenting upon, testing and improving ant patents, inventions or rights which the Company may acquire or propose to acquire;

15.2.13 to invest and deal with the moneys of the Company not immediately required in such manners as may from time to time be determined and to hold or otherwise deal with any investments made; to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and surety-ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid):

15.2.14 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;

15.2.15 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;

15.2.16 to apply for, promote, and obtain and Act of Parliament, order of license of the Department of Business, Enterprise and Regulatory Reform or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;

15.2.17 to enter into any arrangements with any government, body, or authority (supreme, municipal, local, or otherwise) that may seem conductive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges, and concessions;

15.2.18 to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company

constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority (supreme, municipal, local or otherwise) in any part of the world;

15.2.19 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company's has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies;

15.2.20 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;

15.2.21 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same;

15.2.22 to act as agents or brokers and as trustees for any person, firm or company or in any appropriate manner, and to undertake and perform sub-contracts;

15.2.23 to remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependents;

15.2.24 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company;

15.2.25 to support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business;

15.2.26 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and

15.2.27 to do all such other things as may be deemed incidental or conducive to the attainment of the Company objects or any of them, and so that:

15.2.28 none of the objects set forth in any sub-clause of this Article shall be restrictively constructed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-Article, or by reference to or inference from the terms of any other sub-Articles of this Article, or by reference to or inference from the name of the Company.

15.2.29 none of the sub-Articles of this Article and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other sub-Article, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-Article of this Article as though each sub-Article contained the objects of a separate company.

15.2.30 The word "company" in this Article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporates or unincorporated and whether domiciled in the United Kingdom or elsewhere.

16 **GENERAL**

16.1 The income and the property of the Company shall be applied solely towards the promotion of the objectives set forth in the Articles. No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus, or profit share to any member of the Company. Provided that nothing herein shall prevent any payment in good faith by the Company of:

16.1.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company and of travelling and out-of-pocket expenses necessarily incurred in carrying out the duties of any member of the Board, officer or servant of the Company; or

16.1.2 a reasonable and proper rent for premises let by any member of the Company to the Company.

16.2 The liability of the Members is limited.

16.3 Every Club "A" Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while such Club "A" Member is a Member or within one year after it ceases to be a Member for payment for the Company's debts and liabilities contracted before it ceases to be a Member, and of the costs, charges and expenses of winding up. And for the adjustment of the rights of the contributors among themselves.

16.4 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever it shall not be paid to or distributed among the Members of the Company but given or transferred to some other body having objectives similar to the objectives of the Company and which shall prohibit the distribution of its on their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 16.1 hereof such body or bodies to be determined by the Members of the Company at or before the time of dissolution; and in the event of there not being such a body in existence at the time of dissolution the Members of the Company shall be empowered to convey the said property to the sportscotland or their statutory successors to be held by them in trust until a further governing body for the Sport is formed