

# THE COMPANIES ACT 1985

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

### ARTICLES OF ASSOCIATION OF SCOTTISH HANDBALL ASSOCIATION

#### 1. PRELIMINARY

1.1 In these Articles and any Regulations hereunder:-

"the Act" means the Companies Act 1985 as amended and every statutory modification or re-enactment thereof for the time being in force;

"Articles" means these Articles of Association or any Article thereof;

"Board" means the Board of Directors of the Company;

"Bye-Law" means any Bye-law adopted by the Board and published by the Company as binding on the entire membership in terms of Article 7.2;

"Clear Days" in relation to a period of notice means that period excluding the day when the Notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"Registered Office" means the registered office of the Company as intimated to Companies House in Edinburgh;

"Rules" means the International Handball Federation rules under which the Sport is conducted world wide ;

"Staff" means the employees of the Company (whether full-time or part-time). .

1.2 Unless the context otherwise requires, the singular shall include the plural and vice versa, the masculine shall include the feminine and bodies corporate and unincorporated. Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

#### 2. MEMBERSHIP

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

2.1 Voting Membership shall comprise of (a) Clubs who shall apply on the prescribed form of the Company, make payment of the appropriate subscription and fees to the Company and shall thereafter be admitted into membership in

terms of Article 2.3 and (b) Individual Members who shall apply on the prescribed form of the Company, make payment of the appropriate subscription and fees to the Company and shall thereafter be admitted to membership in terms of Article 3.

## 2.2 Categories of Membership

There shall be the following categories of Membership:-

2.2.1 Clubs : Club Membership shall be available to clubs based in Scotland who have complied with the terms of Bye-law 1 relating to the requirements for, and have been elected into Club membership by the Board; the members of these Clubs in respect of whom registration fees are paid to the Company by the Club shall be known as 'registered members'.

2.2.2 Individual Members: Individual Membership shall be available to persons who have complied with the terms of Bye-law 1 relating to the requirements for such membership, have been elected into membership by the Board and have paid the appropriate membership fee;

2.2.3 Affiliated Membership: Affiliated membership shall be available to schools, regional associations and other bodies which have complied with the terms of Bye-law 1 relating to the requirements for such membership, have been elected into membership by the Board and have paid the appropriate membership fee;

2.2.4 Honorary Membership: shall be open to such individuals as shall have Honorary Membership conferred on them by a General Meeting of the Company on the recommendation of the Board.

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

## 2.3 Admission or Affiliation to The Company

Any club, body or individual desirous of joining the Company will be required to submit a form which may be obtained from the Company's Registered Office, containing such information as may from time to time be required by the Board and will be required to lodge that together with such supporting documentation as may be required by the Board along with the appropriate annual subscription and fees. The Board shall consider the application and may at their discretion hear verbal submissions from any applicant. The admission or affiliation of clubs, bodies or individuals shall be determined promptly by the Board who have the power to grant or refuse admission to membership or affiliation on such terms as the Board may from time to time determine. For the avoidance of doubt, admission or affiliation will not be granted until after receipt by the Company of the appropriate annual subscription and fees. Membership is open to

all and no applications will be refused on other than reasonable grounds. There will be no discrimination on grounds of race, occupation, sex or religious, political or other opinion.

2.4 Unless with the prior written approval of the Board, it shall be a precondition of membership that each club and individual shall subscribe to the Company's child protection policies and procedures.

2.5 Each Club and Individual Member and individual members of clubs or affiliated bodies shall be bound by and shall abide by these Articles of Association, and any Bye-laws rules or regulations made under the powers given in the Memorandum and Articles of the Company as well as any codes of conduct, disciplinary procedures and rules and anti-doping programmes which may be adopted from time to time by the Board. Any failure by any such member so to act will render such person or the club or body of which he is a member liable to be treated as having been guilty of misconduct in terms of Article 13 and they may therefore be subject to discipline in terms of Article 14.

#### 2.6 Voting Rights

For the avoidance of doubt Honorary members and Affiliated members shall have no voting rights. Individual members shall each have one vote. Every Club shall have ten votes at a General Meeting to be cast by its authorised representative(s) present at the Meeting, such authorised representatives to be advised in writing over the signatures called for in Bye-law 1 prior to the commencement of any General Meeting. For all ten votes to be so exercised, two representatives must be authorised and attend. If only one representative is authorised and/or attends, only five votes may be cast on behalf of such a Club. No Club shall vote at any General Meeting in the Company unless all monies payable by the club have been settled. No proxy vote shall be allowed .

For the avoidance of doubt, all members whether voting or not shall be entitled to attend and speak at any General Meeting, but only the voting members shall be allowed to vote. For affiliated members a maximum of two authorised members shall be allowed to attend and speak only as set out above. In the case of affiliated schools only adult members shall be allowed as set out in the preceding sentence.

#### 2.7 Termination of Membership

Any club, or individual shall cease to be a Member of the Company if notice of any resolution to wind up that is passed or if in writing such club or individual intimates its resignation from the Company or fails to pay its subscription and fees by the due date. The rights and privileges of Membership are not transferable and shall cease on any Member ceasing to be a Member for whatever reason.

The Board may by a resolution passed by a two thirds majority present and voting at a Board meeting terminate the membership of the Company of any Club member or any individual with effect from the date determined in such resolution after observing the rules of natural justice and in accordance with Articles 13 and 14 herein. After

termination of membership, however caused, the rights of such a member shall cease but without prejudice to any outstanding claims by the Company against such a member or by such a member against the Company.

### **3. ANNUAL SUBSCRIPTIONS, FEES, LEVIES, LICENCE FEES etc**

#### **3.1 Annual Subscriptions**

The annual club subscription due to the Company and the registration fees due from each category of membership shall be fixed annually at the Annual General Meeting of the Company . It shall also be competent for a General Meeting on a resolution proposed by the Board to fix a levy on the membership for expenditure which is necessary for the purposes of the Company but could not have been foreseen at the time of the fixing of the subscription and fees as set out above.

- 3.2 Club subscriptions shall be due and payable by 30<sup>th</sup> September at the rate fixed at the previous Annual General Meeting and the arrangements for the issuing of invoices will be as set out in bye-law 3. Failure to make payment by the due date will result in the defaulting member being liable for a penalty as set out in said bye-law and also the defaulter being debarred from participating in and benefiting from any of the activities of the Company and the withholding of registration until such time as the monies due are paid.

### **4. THE MEMORANDUM & ARTICLES OF ASSOCIATION AND CODES OF CONDUCT, ETC.**

- 4.1 No amendment to the Company's Memorandum or Articles of Association shall be made unless by means of a Special Resolution passed at a General Meeting called inter alia for the purpose of which due notice has been given in terms of Articles 5.3 and 5.4 and passed by not less than three-quarters of the Members present entitled to vote and voting.

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

- (a) the Company's handbook;
- (b) the Company's Child Protection Policy and Procedures;
- (c) any Code of Conduct adopted by the Company and published as such;
- (d) Health and Safety;
- (e) Equal Opportunity;

- (f) Risk management;
- (g) Data Protection policies; and
- (h) Ethical Statements

## 5. GENERAL MEETINGS

5.1 The Company shall hold a General Meeting in every calendar year as its Annual General Meeting before the 15th September or otherwise as may have been decided at the previous Annual General Meeting. Each Member shall have voting rights as set out in Article 2.6 herein.

5.2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Board may whenever they think fit convene an Extraordinary General Meeting. Extraordinary General Meetings shall be convened on such requisition or in default may be convened by not less than twenty per cent of the voting Members. When such a requisition is received the board shall be bound to make arrangements to give appropriate notice to the membership of such Extraordinary General Meeting within 28 days. It shall be competent for the Board, on receipt of a requisition containing a resolution which may be incompetent or unclear, with the consent of the proposer and the seconder of the resolution to amend the resolution before it is intimated to the members.

### 5.3 Notice

Intimation of business and notices of motions or resolutions (from voting members) to be brought before the Annual General Meeting shall be intimated in writing not less than eight weeks before the date of the meeting to the Company Secretary. Nominations for election to the Board called for in terms of this Article 5 shall also be lodged with the Company Secretary at least six weeks before the date of the Annual General Meeting.

5.4 Thereafter the Company Secretary shall ensure that where intimation has been properly given of amendments to the Memorandum, or to the Articles of Association, such shall be intimated to members at least six weeks prior to the date for the Annual General Meeting, such that any amendments to the amendments are required to be intimated to the Company Secretary in writing not less than four weeks prior to the Annual General Meeting. Thereafter, the Board shall ensure that not less than twenty one clear days' notice in writing of every Annual General Meeting and of every General Meeting convened to pass a Special Resolution and not less than fourteen days' clear notice in writing of every other General Meeting specifying the place, date and the hour of the meeting and in the case of special business the nature of that business shall be given. The accidental omission to give notice of an Annual General or Extraordinary General Meeting to or the non receipt of such notice by any Member entitled to receive notice thereof shall not invalidate any resolution passed at or any proceedings of any General Meeting.

- 5.5 Ten per cent of the number of Clubs and Individual Members shall be a quorum for a General Meeting, provided that at least ten per cent of the Clubs are represented.
- 5.6 The Annual General Meeting shall elect from nominations in terms of Article 5.3 and Bye-law 4 a Chairman who will hold office for a term of three years, and at the expiry of that term be eligible for re-election for one further term of three years, after which he is not eligible for re-election for a period of one year. The Chairman will be a voting member of the Board and will chair General Meetings during his term of office. The Annual General Meeting shall also elect from nominations in terms of Article 5.3 and Bye-law 4 a Vice-Chairman who will hold office on the same terms as the Chairman, except that at the end of his second three year term he shall be eligible for election as Chairman only.
- 5.7 The Annual General Meeting shall also elect up to four other Directors from nominations received in terms of Article 5.3 and Bye-law 2. These Directors shall be responsible for one or other of performance, technical, national teams, competitions and such other portfolios as may be allocated by the Board. Not more than two Directors may be elected from any one Member club. A further two Independent directors will be selected for the board. These Directors shall be responsible for one or other of finance, legal, policy and such other portfolios as may be allocated by the board. The selection process for these directors shall be carried out by the Chair along with 2 other directors. These independent directors are required to be re-appointed on an annual basis.
- 5.8 At each Annual General Meeting, one third of the Directors elected in terms of Articles 5.7 (or the nearest number upwards) shall retire from office. If no other Director or Directors has or have decided or agreed to retire thereat, the Directors to retire at the Annual General Meeting shall be the one or ones longest in office since their last election but, as between persons elected or last elected on the same day, the one or ones to retire shall (unless they agree amongst themselves) be determined by lot. At the First Annual General Meeting after the adoption of these Articles the number of votes cast for each Director shall be recorded. At the succeeding Annual General Meeting, those to retire (and seek re-election if so advised) shall be those who received the lowest number of votes at the previous Annual General Meeting. At the next Annual General Meeting, those to retire shall be those who secured the next lowest number of votes; in the event of equality of votes, those to retire shall (unless they agree amongst themselves) be determined by lot. No Director shall be entitled to serve more than six years continuously as such (unless he or she is elected separately as Chairman in terms of Article 5.6) but will be eligible for re-election after an interval of one year.
- 5.9 The Annual General Meeting shall also elect an appropriately qualified accountant, to be responsible for certifying the financial statements of the Company to the Annual General Meeting.
- 5.10 The business of the Annual General Meeting shall include:-
- (a) Roll Call and appointment of Tellers;
  - (b) the approval of the Minutes of the previous Annual General Meeting and of any subsequent Extraordinary General Meetings;

- (c) such reports as the Board might consider appropriate to bring before the Annual General Meeting for approval or information;
- (d) any Special Resolutions to alter the Memorandum and Articles of Association;
- (e) the submission of the Annual Financial Statements appropriately certified;
- (f) the fixing of subscriptions and all fees;
- (g) the election of the Chairman and Vice-Chairman;
- (h) the election of the other Directors;
- (i) the election of an appropriately qualified accountant;
- (j) the Bye-law Review;
- (k) any other competent business.

#### 5.12 Chairman

At all General Meetings, the Chairman shall preside as Chairman of the Meeting and in the absence of the Chairman, the Vice Chairman will take the chair. If neither be present at the start of the Meeting, the Board shall elect one of their number to take the chair. The Chairman of the meeting shall have a casting vote as well as any deliberative vote to which he may be entitled, in the case of equality.

#### 5.13 Voting

All matters on which a division takes place, other than alterations of the Memorandum and Articles of Association shall be decided by a simple majority vote.

5.14 In the event of a vote being required on any matter at a General Meeting, the vote shall be taken by a count of a show of hands or ballot as the Chairman may determine. Declaration of the result by the Chairman of the Meeting shall be final.

5.15 The time limit on the terms served by Directors shall only come in to effect once the board has a full complement of eight directors.

## **6. THE BOARD OF DIRECTORS**

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

6.2 The Board shall consist of:-

- (a) the Chairman who shall be a voting member of the Board, chair meetings of the Board and have a casting vote in addition to his deliberative vote at any Board meeting in the case of equality;
- (b) the Vice Chairman, and up to six Directors who shall be elected at the Annual General Meeting in terms of Article 5.7 and at each Annual General Meeting thereafter;
- (c) an individual who is a member of a Club in membership of the Company or an individual member with appropriate skills and qualifications (with a preference for extensive commercial or business experience) as may be determined by the Board may be co-opted from time to time and shall be a non-voting member of the Board. A director so co-opted shall hold office for such period as the Board may determine at the time of co-optation up to a maximum period of three years and shall not be taken into account in determining the Directors who are to retire by rotation at any Annual General Meeting. If such a Director is not re-appointed at the Annual General Meeting at which his or her term expires, he or she shall vacate office at the conclusion of the Annual General Meeting.

6.3 It shall also be competent for the Board to co-opt a person who is willing to act as a Director to fill a vacancy but such Director shall hold office only to the expiry of the term of the Director whose place he or she is taking when he or she shall be required to stand for re-election.

6.4 Fifty per cent of serving Directors present will constitute a quorum of the Board. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to a date within the following fourteen days, provided there are no changes to the Agenda, at the same time and place, when the Directors present will constitute a quorum. Each Director has one vote.

6.5 A Director may participate in a meeting of the Board by means of video conferencing, conference telephone or similar communications equipment whereby all the members of the Board participating in the meeting can hear each other and the members of the Board participating in a meeting in this manner shall be deemed to be present in person at such meeting for the purpose of Article 6.5 herein.

## **7. POWERS AND DUTIES OF THE BOARD**

7.1 The Board will govern all the normal affairs of the Company and will be accountable to the Membership of the Company at the Annual General Meeting for the performance of the Company in implementing the strategic and operational plans. The Board will have power in particular to appoint committees for such purposes and with such remits, budgets and



membership as the Board deems appropriate. The committees will be responsible for preparing the annual operational plan in line with the current strategic plan of the Company adopted by the Board. The annual operational plan will require to be approved by the Board for implementation as it deems appropriate.

- 7.2 The Board shall have power for the proper and efficient regulation of the affairs of the Company to make, adopt and amend Bye-Laws, Policies, Codes of Conduct and Regulations to govern all those involved in the Company whether as members, officials, competitors, coaches, referees, delegates, supervisors or otherwise which shall be binding on all such persons. The Board shall also have power to communicate and consult with the Membership by whatever means or structure they deem appropriate.
- 7.3 The Board shall have the right to call for production of copies of the Constitution, Membership statistics and Financial Statements of all clubs and organisations in membership.
- 7.4 Save as otherwise provided, the Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit but shall meet not less than four times a year. Notice for meetings of the Board along with a full agenda of the business to be transacted and copies of all minutes to be submitted for approval shall be sent to each Board member at least seven clear days prior to the meeting (except for urgent business where, with the prior approval of all Directors then in Scotland, a Board meeting may be held on shorter notice). It shall nevertheless be competent where a decision is required on a matter in an emergency not covered by these Articles or the Bye-Laws and before a meeting can or need be arranged for such a matter to be determined by the Chairman in consultation with an appropriate Director. It shall be the responsibility of the Chairman to ensure that the full Board is notified as soon as possible after any such emergency action has been taken.
- 7.5 The Board shall appoint those persons who may be required to represent the Company on other bodies.
- 7.6 The Board shall decide to whom it will circulate such reports of its meetings from time to time.
- 7.7 The Board may be paid all travelling, hotel and other expenses properly incurred and vouched by them in connection with their attendance at meetings of the Board or committees or otherwise in connection with the discharge of their duties.

## **8. RESIGNATION OF BOARD MEMBERS**

The office of Director shall be vacated:-

- (a) if he or she shall without the consent of the Company become an employee of the Company;

- (b) if he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally;
- (c) if he or she becomes prohibited from being a Director by reason of any order made under the Company Directors' Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being or in force;
- (d) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity as certified (if necessary) by two medical practitioners is expected to continue for a period of more than six months from the date or later date of such certification;
- (e) if by notice in writing to the Company he or she resigns his or her office;
- (f) if he or she is directly interested in any contract with the Company and fails to declare the nature of his or her interest in the manner required by Article 10 and the Board resolves that he or she vacates that office;  
or
- (g) if the Director fails to attend Board Meetings for six months and the Board resolve that that Director vacate his or her post.

## **9. COMMITTEES**

- 9.1 The Board will establish, appoint the members of and provide remits for Committees to advise on and oversee the implementation and operation of the strategy and policies of the Company.
- 9.2 Committees may include but not be limited to International, Competition, Development, Finance, and Discipline. The Board will provide the remits for each of these Committees and is thus empowered to delegate its functions under these headings to these Committees as set out in the remits.
- 9.3 In every case the Committees shall be governed by the remit and regulations of the Board and shall be required to provide Minutes of all their meetings to the Board. No Committee shall have power to bind the Company at law without the prior approval of the Board.
- 9.4 All acts done by any meeting of the Board or of any Committee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member of any such body acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board.

## **10. CONFLICTS OF INTEREST**

Any person being nominated for election as a director or for appointment to any committee who has any financial interest in the Sport shall before acting as a director or a member of a committee state in writing to the Company Secretary all such interests. No person having made such a statement of financial interest shall act as a director or a member of any committee until notified of acceptance of his membership of the Board or committee by the Company secretary. The above provisions shall apply mutatis mutandis to any person who subsequent to such nomination election or appointment as the case may be acquires any financial interest in the Sport.

All Directors and Staff of the Company together with any committee or working group members have an obligation to declare any interest which might arise in respect of dealings with the Company by themselves and/or by parties with whom they are connected or associated and where such arise to avoid conflicts of interest by way of such declaration either of a general nature to the Company Secretary on an annual basis or of a specific nature to the Chairman of the meeting in question. Where a conflict, real or potential, arises in any meeting, it will be up to the Chairman of the meeting in question to determine:

- (a) whether the potential or real conflict simply be minuted; or
- (b) whether in addition the Director or Committee member in question, whilst being permitted to remain at the meeting in question, must not partake in discussions or decisions relating to such matter; or
- (c) whether in addition the Director or Committee member in question should be required to leave the meeting during the discussion on that particular matter whether or not that leaves the meeting inquorate.

## **11. FINANCE**

11.1 The Board shall be responsible for the setting of budgets and the keeping of accounts and records showing a true and fair view of the financial affairs and intromissions of the Company. The Board shall be responsible for overseeing the operation of any banking arrangements made by or on behalf of the Company and arrangements for the collection of the fees, club subscriptions, any levies and all other revenue of the Company.

11.2 The financial statements shall be brought to a balance on the 31<sup>st</sup> day of May in each year or such other date as may be prescribed from time to time by the Board, and thereafter submitted for certification. The accounts shall subsequently be submitted after certification for approval at the next Annual General Meeting. The books of account shall be open for inspection by members of the Board of the Company but shall otherwise be available for inspection only as the Board may determine.

## **12. NOTICES**

12.1 A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to the last intimated Secretary or to the individual at their address or by verified fax or by e-mail or otherwise in compliance with the Electronic Communications Act 2000. Only those members which or who are listed with the Company and have complied with their obligations to the Company will be entitled to receive notices from the Company.

12.2 Any notice served by post shall be deemed to have been served on the day following on that which the letter containing the same is put into the post and in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a first class letter.

For the avoidance of doubt any Club duly represented in terms of Article 5.1 at any General Meeting of the Company or any individual member in attendance shall be deemed to have received notice of the meeting and where appropriate of the purpose for which it was called.

### **13. MISCONDUCT**

For the purposes of Article 14 the following may amount to "Misconduct" and may give rise to disciplinary action:-

- (a) a breach of these Articles or any bye-laws, policies or regulations made hereunder and in particular the areas of good practice set out in Article 4.2;
- (b) the commission of a "doping offence" as defined in the World Anti-Doping Agency Rules;
- (c) a breach of any of the conditions of any Code of Conduct adopted by the Company and published as such;
- (d) any conduct, act or omission which in the view of the Board or the appropriate Committee is or was detrimental to the interests of the Sport.

### **14. DISCIPLINE**

For the avoidance of doubt, the Board shall have power to prohibit any act or practice by organisations or individuals under the jurisdiction of the Company which in the opinion of the Board is or was detrimental to the interests of the Sport and to inflict penalties whether by way of fines, suspension, expulsion or otherwise for any misconduct as defined in Article 13 and in particular shall have powers to delegate to a disciplinary committee and appeals panel the powers of the Board to deal with discipline in terms of this Article.

### **15. INDEMNITY**

Subject to the provisions of Section 310 of the Act the Directors or members of any Committee and all any other office bearers or Staff for the time being of the Company shall be indemnified out of the funds of the Company against all loss, costs and charges which they may respectively incur or be put to on account of any contract, deed, act, matter or thing done, entered into, executed or permitted by them respectively on behalf of the Company and each of them shall be

chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other but each of them for his or her own acts, receipts, neglects or defaults only. Subject as aforesaid, no Director or any Committee member or any other office bearer or Staff or his or her heirs, executors or administrators shall be liable for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired for or on behalf of the Company or for the insufficiency or deficiency of any obligation of security in or upon which any funds of the Company shall be invested or for any loss or damage arising from bankruptcy, insolvency or wrongful act of any person or body with whom any monies, securities or effects shall be deposited or for any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his or her office or in relation thereto unless the same shall happen through his or her own fraud, wilful neglect, default, breach of duty or breach of trust.

## **16. Anti-Doping Rules**

- 16.1 In the area of anti-doping, the Scottish Handball Association defers to the jurisdiction of the British Handball Association.
- 16.2 Further to clause 16.1:
- a. the anti-doping rules of the British Handball Association (the 'Anti-Doping Rules') apply to the sport of handball in Scotland; and
  - b. persons participating in the sport of handball under the jurisdiction of the Scottish Handball Association who qualify as 'Participants' (as that term is defined in the Anti-Doping Rules) are bound by and must comply in all respects with the Anti-Doping Rules.
- 16.3 the Scottish Handball Association shall recognise and take all necessary steps to give full force and effect within its jurisdiction (a) to the Anti-Doping Rules; and (b) to any sanction(s) imposed under the Anti-Doping Rules.