

THE COMPANIES ACTS 1985 - 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

THE SCOTTISH KARATE GOVERNING BODY

PRELIMINARY

1. In these Articles:-

"the Act" means the Companies Act 1985 and "2006 Act" means the Companies Act 2006 which in either case includes any statutory modification or re-enactment thereof for the time being in force.

"the Articles" means the Articles of the Company.

"Board" means the Board of Directors of the Company.

"Disciplinary Committee" means the committee appointed in accordance with the Disciplinary Rules and Procedures.

"Disciplinary Rules and Procedures" means the disciplinary rules and procedures adopted by the Board and published by the Company as binding on the entire Membership.

"Club Member" means a member of the Company appointed under Article 3.3 and "Club Membership" shall be construed accordingly.

"Full Member" means a member of the Company appointed under Article 3.1 and "Full Membership" shall be construed accordingly.

"Individual Member" means a member of the Company appointed under Article 3.4 and "Individual Membership" shall be construed accordingly.

"Membership" means all the members of the Company.

"Office" means the registered office of the Company.

"Provisional Member" means a member of the Company appointed under Article 3.2 and "Provisional Membership" shall be construed accordingly.

"Rules" means any rules, bye-laws, Codes of Conduct, Code of Ethics, Disciplinary Rules and Procedures, Anti-Doping Rules or any other rules of any kind adopted by the Board and published by the Company as binding on the entire Membership.

"Rules of the Sport" means the rules relating to karate as recognised by the World Karate Federation.

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company including a joint assistant or deputy Secretary.

"Sport" means the sport of karate.

INTERPRETATION

2. Unless the context otherwise requires the singular shall include the plural the masculine shall include the feminine and bodies corporate and unincorporated.

MEMBERSHIP

3. There shall be the following classes of membership of the Company:-
 - 3.1 **Full Members:** Full Members shall be any karate association or federation of associations practising karate in Scotland which have been elected to Full Membership of the Company in accordance with these Articles. For the avoidance of doubt, a Full Member must previously have been a Provisional Member and shall satisfy the criteria set out in the Membership bye-law dealing with Full Membership.
 - 3.2 **Provisional Members:** Provisional members shall be karate associations or federations of associations practising karate in Scotland and seeking full membership of the Company which have been elected to Provisional Membership of the Company in accordance with these Articles. The Board may impose such conditions or restrictions on Provisional Members as they shall deem necessary at the time of the election of the Provisional Member and may remove or alter the said restrictions or conditions. Otherwise the Provisional Members will be expected to comply with the Membership bye-law dealing with Provisional Membership.
 - 3.3 **Club Members:** Club Members shall be clubs who are members of any karate association or karate federation practising karate in Scotland which have been

elected to Club Membership in accordance with these Articles. Club Members shall satisfy the criteria set out in the Membership bye-law dealing with Club Membership.

3.4 Individual Members: Individual Members shall be members of a Club Member, Provisional Member or Full Member who has been elected to Individual Membership of the Company in accordance with these Articles. An Individual Member must satisfy the criteria set out in the Membership bye-laws dealing with Individual Membership.

3.5 The voting rights of the four classes of Membership shall be as set out in Article 10 herein at General Meetings of the Company and they shall be liable for the guarantee as set out in clause 7 of the Memorandum of Association of the Company.

OBLIGATIONS OF MEMBERS

4.1 All the categories of membership set out in Article 3 above shall be required to cooperate in the enforcement of the Rules and to adhere to the Rules and further to require clubs or associations in their membership to adhere to the Rules and to obtain the consent of their individual members to this jurisdiction and to ensure that individuals adhere to the Rules. For the avoidance of doubt any club affiliated to a Full or Provisional Member of the Company which is not a Club Member shall *ipso facto* be recognised as being indirectly affiliated to the Company and the members thereof will thus be deemed to accept the Rules made or published under the authority granted in these Articles.

4.2 Full Members, Provisional Members, Club Members and any applicants for membership, shall be responsible for ensuring that their individual members, clubs, associations, groups or bodies have appropriate insurance cover for their activities and Individual Members shall ensure that they have appropriate insurance cover for their activities and the Company shall not be liable in any way for claims arising from such activities.

ELECTION OF MEMBERS

5.1 Any intending association, or federation, club or individual or other body or person wishing to apply for any type of Membership of the Company shall apply in writing in the form prescribed by the Board to the Company Secretary.

5.2 The Board shall consider and determine all applications for membership by simple majority vote with the Chair having a deliberative as well as a casting vote. In determining applications for membership, the Board shall not discriminate in any way on the grounds of

race, creed, ethnicity, gender, religion and political or other opinion. The Board shall not be required to assign a reason for any refusal of an application for membership.

- 5.3 Applicants for membership approved by the Board shall not become admitted to membership and granted the rights and privileges attached thereto until the appropriate fee has been paid.

CESSATION OF MEMBERSHIP

- 6.1 Any member may resign from membership of the Company at any time by giving notice in writing to the Company Secretary. Any member who has not paid the appropriate fee by 30 April in any financial year shall be deemed to have resigned from the Company with effect from that date.
- 6.2 The Board shall have, on cause shown and in accordance with the rules of natural justice, the authority to expel any member in terms of Article 21 herein with the right of appeal to any such member as set out in the Rules.
- 6.3 Any member who resigns from membership or whose membership is withdrawn by the Board shall not receive any refund of any fee paid to the Company without prejudice to any outstanding claims by the Company against such member.

Break-Aways and Transfers

- 6.4 Any club, association, group or body being or having been expelled or breaking away from a member of the Company may be considered for membership of the Company provided they satisfy the provisions given above relating to the class of membership sought. If the break-away club, association, group or body seeking membership was affiliated to the Company member within the two years prior to the date of its application, the consent of the previous member (which remains in current membership of the Company) shall be sought but the absence of such consent shall not preclude application. Company members may not accept into membership any expelled or break-away club, association, group or body from another Company member without the written consent of that Company member or until the Board has ruled on the case. A transfer of membership between current members of the Company and an approval of the transfer by the Board of the Company may only occur provided that the transferring membership obtains the consent of the previous parent member which remains in current membership of the Company. In the event that no consent is forthcoming and at the request of the applicant, the Board shall be empowered to make a decision on the disputed application following an investigation of the facts. An individual shall be appointed by the Board who is considered to be impartial and competent

to undertake such an investigation and conduct that investigation. The appointee shall make a written report to the Board for its consideration. In the event that the Board does not support the application, no further application by the same applicant can be accepted for a minimum period of twelve months.

RULES OF THE SPORT ETC

7. The Rules of the Sport and the decisions of the Board on all doubtful and disputed points arising in connection therewith, the Rules made or published under the authority granted in these Articles and the regulations for the management of events, shall be binding on the Company, all members and all affiliated associations and individuals in Scotland. Further the Company's policy is to promote good practice and compliance in the following areas, without prejudice to the foregoing generality:
- (a) the Code of Conduct;
 - (b) the Code of Ethics;
 - (c) the Code of Conduct for Coaches;
 - (d) Health & Safety;
 - (e) Equal Opportunities; and
 - (f) Child Protection.

ADMINISTRATION

General Meetings

- 8.1 The Company shall hold an Annual General Meeting on such dates and in such a place and at such a time as the Board shall determine except that it may not be held earlier than the first day of May or later than the last day in June in each year.
- 8.2 Written notice of the Annual General Meeting with a clear statement of the date, time, place of the meeting, resolutions to be considered and nominations for the posts of Chair, Vice Chair, President, and the Directors (other than the Executive Administrator) shall be sent by the Company Secretary to all Full Members and Provisional Members not less than twenty one days before the proposed date of the meeting. The notice calling the Annual General Meeting shall normally be accompanied by such written reports and other documents as may be relevant to the proposed business of the Annual General Meeting including the Board's recommendations for fees for the following year and a copy of the certified accounts.

8.3 The business to be considered at the Annual General Meeting shall include:-

- (a) To approve the Minutes of the previous Annual General Meeting or other General Meeting;
- (b) Matters arising from the Minutes of the previous General Meeting;
- (c) To consider and approve the Chairman's Report and the Annual Accounts;
- (d) To determine fees for the ensuing year;
- (e) To agree honoraria as appropriate;
- (f) To appoint the person(s) responsible for certifying the accounts for the ensuing year;
- (g) To consider and vote on resolutions presented to the meeting;
- (h) To approve the nominations of appropriate representatives to the Board from the membership as nominated in accordance with Article 8.5;
- (i) Any other competent business.

8.4 Notice of resolutions to be considered and voted on at the Annual General Meeting must be submitted in writing to the Company Secretary by not later than 1 April of the year in which the Annual General Meeting is to be held. To be valid, resolutions must either be submitted by a Full Member and proposed and seconded by another Full Member or be proposed by the Board.

Election of the Board

8.5 Nominations for the election of the Board (other than the Executive Administrator) must be made in writing to the Company Secretary or such other nominated person as the Board may determine at least forty days prior to the date of the Annual General Meeting so as to be included in the Agenda for the said Annual General Meeting.

General Meetings

9.1 A General Meeting of the Company may be called by either a resolution of the Board or the submission of a written request to the Company Secretary signed on behalf of a minimum of three Full Members. Any such written request shall be sent to the Company Secretary by Recorded Delivery.

- 9.2 Any such General Meeting shall be convened on a date to be determined by the Board which is not less than twenty eight days after a Board resolution for an General Meeting or the receipt of the written request from the Company Secretary of at least three Full Members. Written notice of the meeting with a clear statement of the date, time, place of the meeting, the resolution(s) to be considered and a copy of any relevant written reports shall be sent by the Company Secretary to all Full Members and Provisional Members not less than twenty one days before the proposed date of the meeting.
- 9.3 Only business specified in the notice calling the General Meeting shall be considered.
- 9.4 Members shall be entitled to appoint a proxy to attend, speak and vote at General Meetings in accordance with the provisions of the 2006 Act. The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the form approved by the directors. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:
- (a) in the case of an instrument in writing be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications: (i) in the notice convening the meeting; (ii) or in any instrument of proxy sent out by the company in relation to the meeting; (iii) or in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meetings, be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote.

Voting at General Meetings

- 10.1 No business shall be transacted at any General Meeting unless a minimum of 30% of all Full Members and two Directors (who shall form a quorum) are validly present to vote either in person or by proxy.

10.2 All decisions at General Meetings shall be taken by a simple majority of the valid votes cast except where a special resolution is required (for instance, to amend these Articles) where the resolution shall be approved only if supported by not less than three-quarters of the valid votes cast. The Chairman of all General Meetings shall have a casting vote.

10.3 Only Full Members who have paid all registration and other fees due may vote at General Meetings. The voting entitlement is as follows:-

- (a) Full Members with 50 to 199 members, one vote;
- (b) Full Members with 200 to 399 members, two votes;
- (c) Full Members with 400 to 599 members, four votes;
- (d) Full Members with 600 members and over, six votes.;

For the avoidance of doubt, Provisional Members, Club Members and Individual Members shall not be entitled to vote in relation to any matter in relation to the Company (whether at a general meeting or otherwise).

10.4 All Full Members, Provisional Members and Club Members must send a comprehensive list of their registered members to the Company Secretary no later than 31 January each year. This list must be sent electronically or on disk form and should comprise the following information on each licensed member:-

- (a) Name;
- (b) Address;
- (c) Gender;
- (d) Junior or Senior.

In the event that a Full Member has not complied with the terms of this Article 10.4 by 31 March then they shall not (unless it is otherwise determined by the Board) be entitled to vote at the AGM in that year.

10.5 Individual Members shall inform the Company Secretary of any change in their address or personal details used for correspondence purposes as soon as reasonably practicable after such change occurs.

10.6 Full Members may appoint two representatives to attend General Meetings of the Company, one of whom shall be entitled to vote on behalf of the members. Full members shall provide such credentials to their voting and other representatives as the Board consider necessary.

- 10.7 Provisional Members may appoint a representative to attend General Meetings of the Company but that representative shall not be entitled to speak, vote, propose or second motions. Provisional Members, shall provide such credentials to their representative as the Board considers necessary.
- 10.9 At all General Meetings of the Company, the Chair shall take the chair, if he is not present the Vice Chair or if the Vice Chair is not present, the meeting shall elect a chair from those present. The Chairman of all General Meetings shall have a casting vote. No other member of the Board shall have a vote at General Meetings except where that member of the Board is the legitimate and sole representative present of a Full Member.
- 10.10 The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.
- 10.11 The Chairman may with the consent of a meeting at which a quorum is present (and shall (if so directed by the meeting) adjourn the meeting from time to time and place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

BOARD OF DIRECTORS

- 11.1 The Company shall be managed by a Board of Directors who shall be responsible for all matters relating to the day to day operation of the Company and generally acting on behalf of the Company on all matters not specifically reserved for decision by a General Meeting.
- 11.2 Deleted
- 11.3 The Board of Directors shall consist of:-
- (a) The Chair;
 - (b) The Vice Chair;
 - (c) The President;
 - (d) The Executive Administrator (all of whom together shall be hereinafter referred to as "the Office Bearers"); and
 - (e) up to three other Directors nominated in accordance with these Articles each being a voting representative of a Full Member;

- 11.4 A quorum for a meeting of the Board shall be four Directors two of which Directors who are not Office Bearers. If a Board Meeting duly convened as hereinafter provided is not quorate the meeting shall continue as if it was and any decisions made shall not be ratified until the next available quorate Board meeting. Discussions may be held but decisions may not be taken on matters of a material nature, disciplinary matters, complaints or membership at an inquorate meeting;
- 11.5 Voting at the Board shall be by a majority of votes cast by the Board members present at the meeting. The person chairing the meeting shall have a casting vote and all Board Members shall have one vote.
- 11.6 The Board (other than the Executive Administrator) shall be elected and approved at an Annual General Meeting and shall thereafter hold office for a period of up to three years (or a lesser time agreed by the Board) at the expiry of which they may stand for re-election. The Executive Administrator of the Company (or any person appointed in the place of the Executive Administrator in a similar executive capacity) shall be a Director of the Company for so long as they are employed by the Company as Executive Administrator.
- 11.7 It shall be competent for the Board to co-opt to fill vacancies which may arise from time to time in any particular year. Any person thus co-opted shall hold office until the next Annual General Meeting when he or she will require to stand for re-election if appropriate. Any person so co-opted shall if re-elected, hold office for a period of up to three years (or a lesser time agreed by the Board) from the date of their re-election at the AGM;
- 11.8 The Board shall meet at least four times per annum at such places and times as it may from time to time decide provided that not more than four months shall elapse between one meeting and the next. Notice of every meeting stating the general nature of the business to be transacted shall be sent by the Company Secretary to each Director at least fourteen days prior to the date fixed for such meetings.

CONFLICT OF INTEREST

12. Any person being nominated for election as a Director or for appointment to any committee, sub-committee or working group who has any financial interest in the Sport shall before acting as a Director, a member of the committee, sub-committee or working group state in writing to the Company Secretary of the Company all such interests. No person having made such a statement of financial interest shall take part in any decision of the Board whereby such a person or the Full Member represented by such a person shall participate in any contract, transaction or arrangement whereby any benefit might be obtained by such a Director or the Full Member represented by such a member. The above

provision 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. It shall be the responsibility of such a Director to take no part in any discussions of any Board or General Meeting at which such a contract, transaction or arrangement is discussed having made full disclosure of the entire proposed terms prior to departing from the meeting. Failure of any person having such a financial interest in the Sport at any time to fulfil these provisions shall automatically disqualify such person from holding office as a Director or as a member of any committee, sub-committee or working group of the Company.

PROCEEDINGS OF DIRECTORS

- 13.1 Directors shall not have power to appoint alternate directors.
- 13.2 The office of Director shall be vacated if:-
- (a) he ceases to be a Director by any provision of the Act or he becomes prohibited by the law from becoming a Director; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he is or may be suffering from mental disorder and is incapable by reason of illness or injury of managing and administering his property and affairs; or
 - (d) he resigns his office by notice to the Company; or
 - (e) he shall for more than six consecutive months have been absent without permission of the Board from meetings of Directors held during that period and the Board resolve that his office be vacated; or
- 13.3 A Director may participate in a meeting of the Board by means of conference telephone or other similar communications equipment whereby all the members of the Board participating in a 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 11.4 herein.
- 13.4 Subject to the provisions of the Articles and the Rules the Directors may regulate their proceedings as they think fit.

POWERS OF THE BOARD

14. The Board shall have power:-

- (a) to determine the policy to be followed in carrying out the objectives of the Company as specified in the Memorandum of Association. The Board shall be responsible for preparing the Company's development plan and related budgets and annual work programmes together with the preparation of such reports as appropriate;
- (b) to make, maintain, publish and enforce all necessary policy statements, codes of conduct, codes of ethics, bye-laws, rules and regulations in connection with the said objects and the Sport;
- (c) to delegate any of its powers to any committee, sub-committee, panel working group or individuals, whether or not the individuals to whom the powers are delegated are Directors;
- (d) to prohibit any act or practice by associations, clubs, committees, groups, organisations or persons which in the opinion of the Board are or were detrimental to the interests of the Sport and to deal with any such association, club, committee, group, organisation or person disregarding such prohibition in such manner as it may think proper and in accordance with the Rules;
- (e) to inflict penalties and sanctions on associations, clubs, committees, groups, organisations or persons for Misconduct as defined in Article 20 in accordance with these Articles and the procedures set out in the Rules;
- (f) to require the members and others over whom it may have jurisdiction to ensure that their members and individuals accept, comply with and adhere to these Articles and the Rules;
- (g) to nominate representatives to other bodies to represent the Company and to affiliate to such other bodies as may be desirable in the interests of the Sport in Scotland and the furtherance of the Company's objectives including without prejudice to the foregoing generality the World Karate Federation and the European Karate Federation;
- (h) to manage the affairs of the Company on a day to day basis and to determine all and any matters in connection with the affairs of the Company not in terms of the Act or this Memorandum and these Articles reserved to a general meeting of the Company; and
- (i) to receive, coordinate and administer funding applications on behalf of the Company and its members.

15 Deleted

MINUTES

16. The Board shall cause minutes to be made in books kept for the purpose:-

- (a) of all appointments of officers made by the Directors;
- (b) of all proceedings at meetings of the Company or the Board, any committees or sub-committees including the names of the persons present at each such meeting.

SEAL

17. The Company shall not be obliged to have a common seal.

FINANCE

- 18.1 The Accounting Reference Date of the Company shall be the 31 March 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 and/or Rules with respect to the date of the payment of the annual fees.
- 18.2 All fees shall be due and payable in full to the Company Secretary not later than 30 April in each year.
- 18.3 No member shall as such have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Board or by ordinary resolution of the Company.

NOTICES

- 19.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
- 19.2 The Company may give notice or provide any other document to a member either: (i) personally; or (ii) by sending it by post in a pre-paid envelope addressed to the member at his registered address; or (iii) by leaving it at that address; or (iv) by sending it by fax to the last fax number notified to the Company; or (v) by a website, the address of which having been notified to the member; or (vi) by electronic mail to an address notified by the member to the Company. This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 19.3 A member present at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite of the purposes for which it was called.

MISCONDUCT

20. For the purposes of Article 21 the following may amount to "Misconduct" and may give rise to disciplinary action by or on behalf of the Board:-
- (a) a breach of the Rules of the Sport;
 - (b) a breach of these Articles or any of the Rules and in particular the areas of good practice set out in Article 8;
 - (c) an anti-doping rule violation as the same is currently defined under the International Olympic Committee and/or as may be defined by the World Anti-Doping Agency (WADA);
 - (d) a breach of any of the Company's rules governing players;
 - (e) a breach of any of the conditions of the Company's Code of Conduct for Coaches;
 - (f) a breach of any Code of Conduct or Code of Ethics adopted by the Company and published as such; or
 - (g) 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.

DISCIPLINE

- 21.1 For the avoidance of doubt the Board shall have power to prohibit any act or practice by members, associations, clubs, groups and other organisations or individuals under the jurisdiction of the Company which in the opinion of the Board is or was detrimental to the interests of the Sport and to inflict penalties, fines, suspension or expulsion on any Member or individual for any Misconduct as defined in the preceding Article and in particular shall have powers to delegate to a disciplinary committee the powers of the Board to deal with discipline in terms of this Article 21 in accordance with the Disciplinary Rules.
- 21.2 All members as also those in membership of any club or organisation indirectly affiliated through an association or another body and the members thereof together with all Directors, coaches, referees, officials or adult helpers shall be bound to observe the, Rules made or published under the authority granted in these Articles and all other applicable Rules of the Sport.
- 21.3 Any member to whom a decision relating to any disciplinary matter has been intimated by the Board by recorded delivery shall have the right to refer such matter to the Disciplinary Committee in accordance with the Disciplinary Rules and Procedures.

INDEMNITY

22. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled to, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office carried out in good faith including any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss, damage or misfortune which happen to or be incurred by the Company in the execution of the duties of his office in good faith.

THE COMPANIES ACT 1985 - 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
NEW ARTICLES OF ASSOCIATION
of
SCOTTISH KARATE GOVERNING BODY
Company Number: SC270068

Adopted by Special Resolution on 29 May 2009

These are the Articles referred to in the attached
Special Resolution of
the Company dated 29 May 2009


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Company Secretary

