

Company number: SC184989

THE COMPANIES ACT 2006

*Company limited by guarantee
and not having a share capital*

ARTICLES of ASSOCIATION

of

***Stirling County Rugby
Football Club***

Incorporated on 20th April 1998 and amended on 5th October 2018 and 12th March 2026

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1 NAME AND REGISTERED OFFICE

- 1.1 The name of the company is "Stirling County Rugby Football Club" ("the Club").
- 1.2 The Registered Office of the Club is situated in Scotland.

2 DEFINITIONS

- 2.1 The definitions and meanings specified in this Article shall apply throughout these Articles of Association and the two Schedules hereto, as follows:

WORDS	MEANINGS
AGM	- the Annual General Meeting.
Articles	- these Articles of Association, and any ancillary regulations thereunder, in force from time to time.
Board	- the Board of Directors.
Chair	- the Chair appointed by the Board pursuant to Article 9.
Charitable Purposes	- as described in Article 3 on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts.
Charities Act	- the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force.
charity	- a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.
Club	- Stirling County Rugby Football Club (Company No. SC184989).
Companies Act	- the Companies Act 2006 as amended and every statutory modification and re-enactment thereof for the time being in force.
Director	- a director for the time being of the Club.

EGM	- an Extraordinary General Meeting, and any General Meeting which is not an AGM.
General Meeting	- means an AGM or EGM as the case may be.
in writing	- written, printed, or partly one and partly another, and other modes of representing or producing words in a visible and non-transitory (albeit electronically-based) form.
Members	- all members of the Club (references to Voting Members and Non-Voting Members having the specific meanings ascribed respectively to them in Article 5).
month	- calendar month.
property	- any property, assets or rights, heritable or moveable, wherever situated in the world.
Special Resolution	- a resolution as set out at Article 10.
Vice-Chair	- the vice-chair as appointed by the Board pursuant to Article 9.

2.2 These Articles supersede any model Articles contained within the Companies Act or any regulations pertaining thereto.

2.3 Words importing the singular number only shall include the plural number, and *vice versa*.

2.4 Words importing the masculine gender only shall include the feminine gender.

2.5 Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2.6 The two Schedules to these Articles are deemed to form an integral part of these Articles.

3 CHARITABLE PURPOSES and POWERS

3.1 The Charitable Purposes of the Club ("the Charitable Purposes") are:

3.1.1 to advance public participation in sport, particularly the sport of Rugby Union Football, so as to improve the health and well-being of a wide range of participants;

3.1.2. to provide, develop, manage and promote recreational facilities and related recreational activities available to the public generally;

3.1.3. to provide education, coaching and training in relation to sport, fitness and related skills to broaden the development of individual capabilities of children, youths, young adults and adults ; and

3.1.4. to work with those involved in sport, particularly the sport of Rugby Union Football, in relation to all or any of these Charitable Purposes.

- 3.2 The Club shall have powers, but only in furtherance of its Charitable Purposes, as expressed in Schedule 1 annexed to these Articles.

4 GENERAL STRUCTURE OF THE CLUB

The structure of the Club comprises:

- 4.1 **Members** - who have the right to attend the AGM (and any General Meeting) and have important powers under these Articles and the Companies Act, particularly in electing people to serve as Directors and taking decisions in relation to any changes to these Articles; and
- 4.2 **Directors** - who hold regular meetings between each AGM, set the strategy and policy of the Club, generally control and supervise the activities of the Club and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Club.

5 MEMBERSHIP

5.1 Members

- 5.1.1 The Members of the Club shall consist of all existing members of the Club at the time these Articles are adopted and such other persons as are admitted to membership thereafter in terms of this Article.
- 5.1.2 Membership shall be open to those who support the Club and its Charitable Purposes, who shall apply for membership in terms of Article 5.4 and who shall pay the appropriate subscription (if any) in terms of Article 5.5, in respect of which the following shall apply:
- (a) **Voting Members**, comprising the following sub-categories:
 - (i) adult members being members aged 18 or over (including any existing life members, playing members, non-playing members, coaches, parents, distance members, nominated representative of an organisation and any other adult member categories created from time to time by the Board), who are those of either gender aged 18 or over.
 - (ii) honorary members, nominated by the Board and elected by the Members at any AGM; and
 - (b) **Non-Voting Members**, comprising youth members, who are those individuals under the age of 18. Non-Voting Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.

5.2 Employees

Employees of the Club shall not be eligible for membership unless otherwise approved by the Board. A person who becomes an employee of the Club after admission to membership shall automatically cease to be a Member unless otherwise approved by the Board.

5.3 Register of Members

- 5.3.1 The Board shall maintain a Register of Members, setting out all relevant details of each Member and the relative category of membership.
- 5.3.2 The Register of Members is open to all Members of the Club.
- 5.3.3 The Register of Members is open to non-members of the Club, provided that the applicant provides:
- (a) the applicant's name and address;
 - (b) the purpose for which the information is to be used; and

- (c) whether the information will be disclosed to any other person and, if so, the name and address of that other person and the purpose for which the information is to be used by that other person. The Club must within 10 working days either supply the information, subject to the data protection rights of its members, or apply to the Court for an order that the application is not for a proper purpose (and intimate this to the applicant). Where the information is provided, the Club may charge a fee for providing the information.

5.4 Application for Membership

- 5.4.1 Any individual who, or organisation which, wishes to become a Member of the Club must join using the club membership app in place at the relevant time.
- 5.4.2 The Board may review the membership and categories thereof from time to time and may at its discretion, refuse to admit or remove any individual or organisation to/from membership, except for reasons of gender, sexuality, race, religion or politics.
- 5.4.3
 - (a) Where the Board refuses, in its absolute discretion, to admit or remove any applicant to/from membership in terms of Article 5.4.2, or decides in terms of Article 5.6.5 to expel a Member, such refused applicant or removed or expelled Member (“the appellant”) may appeal to an appeal committee comprising the President and two other Directors appointed by the President (“the appeal committee”) in writing within 14 days of receiving notice of refusal from the Board, stating any reasons why the appellant considers that he, she or it should be admitted to membership or to continue as a member as the case may be.
 - (b) On receipt of such written appeal, the appeal committee shall arrange a meeting of themselves and the appellant as soon as convenient thereafter, at which meeting the appellant may address it.
 - (c) The appeal committee must reach a decision within 14 days of the meeting either:
 - (i) to overrule the Board and admit the appellant to membership; or allow the appellant to continue as a Member, as the case may be;
 - (ii) to put the application back to the Board to reconsider in its absolute discretion (and if the Board refuses again, there would be no right of further appeal therefrom); or
 - (iii) to refuse the appeal.
 - (d) Whichever course the appeal committee take in terms of Article 5.4.3(c), it shall promptly inform the appellant of this in writing.
- 5.4.4 A successful application for membership will not become effective until payment of the appropriate monthly or annual membership subscription has been received.

5.5 Membership Subscriptions

- 5.5.1 Members shall be required to pay the appropriate annual membership subscription, if any, for the period from 1 August to 31 July (or pro rata part thereof). The subscription may, in the alternative, be paid monthly in which case the Member shall pay monthly from the date of becoming a Member until membership ceases. If a Member elects to pay monthly that Member may not suspend its monthly payments without the consent of the Board.
- 5.5.2 The Board shall propose for approval by the Voting Members at each or any AGM any annual subscriptions (and, if relevant, different rates thereof for different categories) along with any monthly payment alternatives. Should the

Voting Members not approve any proposed changes, or should an AGM not be held before 1 August in any year, then the previous year's subscription shall apply to the following year.

- 5.5.3 Only those Members who have paid their current subscription, or if paying monthly, have paid up to date at the time of the General Meeting (where these are fixed) are entitled to take part in and vote at any General Meeting.
- 5.5.4 If the annual membership subscription payable by any Member remains outstanding for more than three calendar months after the date on which it fell due or a Member has failed to pay any monthly payment alternative for two consecutive months (and providing the Member in question has been given at least one written reminder), the Board may expel that Member from membership.
- 5.5.5 An individual who, or organisation which, ceases (for whatever reason) to be a Member shall not be entitled to any refund of membership subscription.

5.6 Cessation of Membership

Any Member may no longer continue as such in any one or more of the following events:

- 5.6.1 if by not less than 7 days' prior notice in writing to the Club he, she or it resigns his, her or its membership; or
 - 5.6.2 if, being an individual, he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
 - 5.6.3 if, being an individual, he or she becomes prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or
 - 5.6.4 if the terms of Article 5.5.4 are invoked by the Board; or
 - 5.6.5 if a resolution that a Member be expelled is passed by a majority of the Directors present and voting at a Board Meeting, of which not less than 14 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Directors, and also to the Member whose removal is in question, such Member being entitled to be heard at that meeting (and, in the event of the Board proceeding with expulsion, the expelled Member may invoke a right of appeal in terms of Article 5.4.3); or
 - 5.6.6 if, being an individual, he or she dies; or
- 5.7 Membership is neither transferable nor assignable to any other individual or organisation.

6 GENERAL MEETINGS

6.1 Convening an AGM

- 6.1.1 The Board may convene one General Meeting as an AGM in each year, at such time as it may determine. Such AGM shall be co-ordinated such that:
 - (a) the previous financial year accounts (1 April - 31 March unless otherwise amended by the Board) have been produced in at least draft form, recognising that filing at Companies House is not required until December of each year);
 - (b) the financial accounts for the prior financial year prior to that at Article (a) above have been filed at Companies House.
 - (c) if required by the Scottish Charity Register (OSCR) a charitable company audit has been carried out for the financial year accounts prior to the financial year at Article 6.1.1 above (recognising that such audits need not be filed with OSCR until December of that year).
 - (d) the Board has held a Parents Forum as per Article 13.9 to communicate

- any proposed plans as they may affect youth members including but not limited to changes to applicable membership rates;
- (e) and such that the annual monthly membership rates applicable from 1 August can be set.

The likely timing of any such AGM will therefore be June or July in any year.

- 6.1.2 If an AGM is to be held, not more than 15 months shall elapse between the holding of one AGM and the next.
- 6.1.3 The AGM does not need to be held exclusively in one place, provided that, where two or more Members are not in the same place as each other, they are all able to communicate together and vote thereat.

6.2 AGM Agenda

The business of each AGM shall include:

- 6.2.1 the report by the Chair on the activities of the Club;
- 6.2.2 the election of Directors (where relevant);
- 6.2.3 the election of the President;
- 6.2.4 the fixing of annual subscriptions;
- 6.2.5 the report of the independent financial examiner;
- 6.2.6 receiving the annual accounts of the Club; and
- 6.2.7 the appointment of the independent financial examiner.

6.3 Convening an EGM

- 6.3.1 Any three or more Directors may convene an EGM whenever they think fit.
- 6.3.2 The Board must convene an EGM within 28 days of a valid requisition. To be valid, such requisition must:
 - (a) be signed by not less than 5% of the Voting Members;
 - (b) clearly state the objects of the meeting; and
 - (c) be deposited with the Club.Such requisition may consist of several documents in like form each signed by one or more requisitionists.
- 6.3.3 Any such meeting convened in terms of this Article shall not be an AGM.

6.4 Notice of General Meetings

- 6.4.1 14 clear days' notice at the least shall be given of every General Meeting.
- 6.4.2 The notice shall specify the place, the day and the hour of meeting and, in the case of special business, the specific nature of that business.
- 6.4.3 The notice shall be sent, in the manner specified in Article 17, to all members and to such persons or organisations as are under these Articles or under the Companies Act entitled to receive such notices.
- 6.4.4 A General Meeting may be convened by the Board by such shorter notice as they may think fit in the circumstances, and acting reasonably as circumstances may require.
- 6.4.5 The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any Members entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.

6.5 Chair of General Meetings

The Chair of meetings of the Club, whom failing the Vice-Chair of meetings in terms of Article 9, shall act as the person chairing each General Meeting. If neither the Chair nor the Vice-Chair is present and willing to act as the person chairing the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Directors present shall elect from among themselves the Director who will act as the person chairing that meeting.

6.6 Quorum at General Meetings

- 6.6.1 The quorum for a General Meeting shall be 25 of the Voting Members, present in person or by proxy in terms of Article 6.8. No business shall be dealt with at any General Meeting, other than the appointment of the person chairing the meeting in terms of Article 6.5, unless a quorum is present.
- 6.6.2 If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time and place as may be fixed by the person chairing the meeting.

6.7 Voting at General Meetings - General Provisions

- 6.7.1 The person chairing the meeting (see Article 6.5) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
- 6.7.2 Each Voting Member of the Club is able to attend and speak at any General Meeting and shall have one vote, to be exercised in person or by proxy in terms of Article 6.8.
- 6.7.3 In the event of an equal number of votes for and against any resolution, the Chair shall have a casting vote as well as any deliberative vote.
- 6.7.4 Each Non-Voting Member is able to attend and speak at any General Meeting but shall have no vote.
- 6.7.5 Where a Director is not a member of the Club, he or she may attend and speak at any General Meeting, but in those circumstances may not vote thereat.
- 6.7.6 The person chairing the meeting may permit any other person or persons to attend a General Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the person chairing the meeting whether any such observer may be invited to speak thereat.
- 6.7.7 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the person chairing the meeting whose decision shall be final and conclusive.

6.8 Voting at General Meetings - Proxy Voting

Whilst personal attendance at a General Meeting is encouraged, a Voting Member shall be entitled to complete one form of proxy in order to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply:

- 6.8.1 a proxy need not be a Member;
- 6.8.2 a proxy appointed to attend and vote at any meeting instead of an Voting Member shall have the same right as the appointing Voting Member to speak at the meeting and to vote thereat;
- 6.8.3 the form appointing the Proxy, which may specify how the proxy is to vote (or to abstain from voting) on one or more resolutions, shall be in the general terms (to be varied as required to fit the circumstances) of the form shown in the Schedule 2 annexed to these Articles;
- 6.8.4 the form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged with the Club's Registered Office or such other place or person as determined by the Club and specified in the Notice of the General Meeting not less than 48 hours before the time of the start of the meeting or adjourned meeting at which the person named in the form proposes to vote, and in default the instrument of proxy shall not be treated as valid;
- 6.8.5 no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, unless it expressly states to the contrary,

in which event it shall be treated as valid until rescinded by the granter in writing to the Club;

- 6.8.6 a vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received by the Club before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld);
- 6.8.7 appointment of a proxy may be revoked by the granter by written notice received by the Club not less than 24 hours before the time of the start of the General Meeting (or adjourned meeting) to which it relates; and
- 6.8.8 any reference in these Articles to voting being "in person" shall include voting by proxy.

6.9 Voting at General Meetings – Secret Ballot

A resolution put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate, unless a secret ballot is demanded in the following terms:

- 6.9.1 such demand must be made either by the person chairing the meeting, or by two or more Voting Members having the right to vote on the resolution;
- 6.9.2 such demand may be made at any time prior to a show of hands on that resolution;
- 6.9.3 a demand for a secret ballot may be withdrawn by its proposers prior to the secret ballot taking place, provided that the person chairing the meeting consents to the withdrawal; and
- 6.9.4 the secret ballot shall be conducted in such a manner as the person chairing the meeting may direct, and the person chairing the meeting shall appoint and instruct tellers, who may cast their own personal votes if Members and the result shall be declared by the person chairing the meeting at the same meeting at which the ballot is taken.

6.10 Voting at General Meetings – Special Resolutions

6.10.1 At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the Voting Members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 75% of the Voting Members present and voting thereon (no account therefore being taken of Members who abstain from voting or who are absent from the meeting), namely:

- (a) to alter the name of the Club; or
- (b) to amend the Charitable Purposes; or
- (c) to amend these Articles; or
- (d) to wind up the Club in terms of Article 21; or
- (e) to amend the maximum number of Directors in terms of Article 7.4; or
- (f) to purchase or sell any heritable property owned by the Club or any of its subsidiaries and to purchase any heritable property wherever situated; or
- (g) to form, acquire or dispose of any subsidiary; or
- (h) to acquire or dispose, whether by the Club or by any of its subsidiaries, of any shares of any other company or the participation or cessation of participation by the Club or by any of its subsidiaries in any formal club or joint venture; or
- (i) to create or issue or allow to come into being any mortgage, security,

- charge or other encumbrance upon any part or parts of the property or assets of the Club or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or
 - (j) to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the Club; or
 - (k) a resolution to remove the President during term of office.
- 6.10.2 An ordinary resolution to be proposed at a General Meeting may be amended if:
- (a) written notice of the proposed amendment is received by the Club from a member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting; and
 - (b) the proposed amendment does not, in the reasonable opinion of the person chairing the meeting, materially alter the scope of the resolution.
- 6.10.3 A Special Resolution to be proposed at a General Meeting may be amended if:
- (a) the person chairing the meeting proposes the amendment at the General Meeting at which the Special Resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical, interpretative or other non-substantive error in the Special Resolution.
- 6.10.4 If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, such error does not invalidate the vote on that resolution.

6.11 Voting - Written Resolutions

- 6.11.1 Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.
- 6.11.2 An ordinary resolution in writing signed by or on behalf of a simple majority of all the Voting Members shall be as valid and effective as if the same had been passed at a General Meeting of the Club duly convened and held, provided that the terms of this Article are followed.
- 6.11.3 A Special Resolution in writing signed by or on behalf of not less than 75% of all the Voting Members shall be as valid and effective as if the same had been passed at a General Meeting of the Club duly convened and held, provided that the terms of this Article are followed.
- 6.11.4 Written resolutions may not be used either for the removal of a Director prior to the expiration of his or her term of office, or for the removal of an independent financial examiner prior to the expiration of his or her term of office.
- 6.11.5 Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by fax or e-mail), or by means of a website at the same time, to all Voting Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Voting Members).
- 6.11.6 Where such a written resolution is proposed by the Board, it must include the following express statements:
- (a) an explanation to the Voting Members how to signify their agreement to the resolution;
 - (b) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (by fax or by e-mail);
 - (c) clarification that a failure to reply will be deemed to be a vote against the resolution in question; and
 - (d) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date).
- 6.11.7 Where such a written resolution is proposed by Members, the following shall

apply:

- (a) the resolution must be requested by not less than 5% of the Voting Members (“the members’ request”);
- (b) the Members’ request may be made in hard copy (by hand or by post) or in electronic form (by fax or by e-mail);
- (c) the Members’ request must identify the resolution to be put to members. The Board can reject this if it is, in its opinion, either frivolous, vexatious, defamatory of any person or would be ineffective (whether by reason of inconsistency with any enactment or these Articles or otherwise);
- (d) the Members’ request can include an accompanying statement (not exceeding 1,000 words) which they can require the Club to issue with the written resolution to all Voting Members;
- (e) within 21 days, the Board must circulate the resolution and any accompanying statement with the express statements referred to in sub-clause (f) hereof; and
- (f) the Board may charge a reasonable fee to the requesting Members to cover its costs of circulation of the Members’ request.

6.11.8 Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Voting Members.

6.11.9 Once a Voting Member has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.

7 THE BOARD OF DIRECTORS

7.1 The strategy and affairs of the Club shall be directed and managed by the Board elected in terms of Article 8. The Board may exercise all such powers of the Club, and do on behalf of the Club all acts as may be exercised and done by the Club, other than those required to be exercised or done by the Members in General Meeting, and subject always to these Articles and to the provisions of the Companies Act.

7.2 Limitation

The Voting Members may, by Special Resolution, direct the Board to take, or to refrain from taking, specified action, but no such Special Resolution shall invalidate anything which the Board may have done prior to the passing of such Special Resolution, nor shall it require them to act or refrain from acting in a manner which would be incompatible with their duties under the Companies Act or the Charities Act (if applicable).

7.3 Delegation

7.3.1 The Board may delegate any of its powers to any sub-committee or persons or person, by such means, to such an extent and on such terms and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board’s powers by any sub-committee or persons or person to whom they are delegated.

7.3.2 Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of Article 7.3.1 shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board.

7.3.3 In the case of delegation to any one or more sub-committees, each shall consist of not less than one Director and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far

as applicable (and, without prejudice to that generality including Articles 13.4.5 and 13.6) and so far as the same shall not be amended or superseded by any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Directors.

7.3.4 Unless expressly part of such delegation, no decision of any such sub-committee, persons or person shall bind the Board.

7.4 Number of Directors

7.4.1 The number of Directors shall be not fewer than three and, unless otherwise determined by Special Resolution at a General Meeting (but not retrospectively), not more than twelve.

7.4.2 The Board may act notwithstanding any vacancy in it, but where the number of Directors falls below the minimum number specified in this Article, it may only do so for the purpose of appointing sufficient Directors to match or exceed that minimum.

8 DIRECTORS

8.1 Interim Board

8.1.1 The existing Board in office immediately prior to the adoption of these Articles and any one or more individual persons whom the Interim Board chooses to co-opt as Co-opted Directors in terms of Article 8.1.3, shall comprise the Interim Board of Directors.

8.1.2 The Interim Board shall remain in office until the first General Meeting of the Club following adoption of these Articles, failing which until the first AGM following the adoption of these Articles, at which time each Director on the Interim Board shall retire, but may remain eligible for election thereat (without the period of office between the date of incorporation and the first General Meeting counting as a term of office).

8.1.3 The Co-opted Directors chosen by the Board to be co-opted in terms of Article 8.1.1 shall be subject to the terms of Article 8.4, excepting only that in the period up to the first General Meeting of the Club following adoption of these Articles, failing which up to the first AGM following the adoption of these Articles, the Board may co-opt as many Co-opted Directors as it wishes provided that the total number of Directors at any time does not exceed the maximum number of Directors in terms of Article 7.4.2.

8.2 Composition of Board

From and after the first General Meeting of the Club following adoption of these Articles, failing which until the First AGM following the adoption of these Articles, the Board shall comprise:

8.2.1 up to nine individual persons elected as Directors by the Voting Members in terms of Article 8.3 ("the Elected Directors"); and

8.2.2 up to three individual persons co-opted as Directors in terms of Article 8.4 ("the Co-opted Directors"); and

8.2.3 the President (who requires to be an Elected Director).

8.3 Elected Directors

8.3.1 At the first General Meeting or AGM held in terms of Article 8.1.2, the Voting Members shall elect up to nine Elected Directors.

8.3.2 Provided that the first General Meeting in terms of Article 8.1.2 is held before

the first AGM following the adoption of these Articles, there shall be no change in or election of Directors at the first AGM (except to the extent of filling by co-option any vacancies in the Board left over after the first General Meeting or caused by any retirements since).

- 8.3.3 At the second and each subsequent AGM, one-third of the Elected Directors (or the nearest number upwards) shall retire from office. A retiring Elected Director shall retain office until the close or adjournment of the meeting. A retiring Director shall be eligible for re-election after a term of office, but no Director can serve more than three consecutive terms of office, without at least one year out of office before being eligible again unless no other nominations for Elected Directors are received pursuant to Article 8.3.5 then such one year out of office may be waived if agreed by the Voting Members at the AGM. The term of office shall be three years or such shorter period as may apply by operation of these Articles.
- 8.3.4 If no other Director has or Directors have decided or agreed to retire, the Elected Directors to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Directors on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
- 8.3.5 Nomination of any Elected Directors shall be in writing by not less than any two Voting Members. The nominee, who must be a Voting Member, shall confirm his or her willingness to act as an Elected Director if elected, and if required shall provide a statement to explain the nominee's suitability. Except for any General Meeting held in terms of Article 8.1.2, at which nominations can be served validly until immediately before the start of the meeting itself, all nominations to be valid must be delivered to the Registered Office (or to such other address for the Club as specified in the nomination form) not less than seven days prior to the date of the AGM in question.
- 8.3.6 Election of any Elected Director shall be by vote of the Voting Members, each Voting Member having one vote for each vacancy in the Elected Directors on the Board.

8.4 Co-opted Directors

Up to three individuals may be co-opted from time to time by the Board itself, as follows:

- 8.4.1 Subject to Article 8.4.3, a Co-opted Director shall serve until the next AGM after his or her co-option.
- 8.4.2 A Co-opted Director can be re-co-opted by the Board immediately after such next AGM.
- 8.4.3 A Co-opted Director can be removed from office at any time by a simple majority of the Board.
- 8.4.4 For the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings which he or she attends.
- 8.4.5 A Co-opted Director if not a Voting Member requires to become a Voting Member within two months of his/her appointment.

8.5 Casual Vacancies

The Board may from time to time fill any casual vacancy arising as a result of the retirement (or deemed retirement for any reason) of any Elected Director, from or after the date of such retirement or deemed retirement until the next AGM.

8.6 Retirement and Deemed Retirement of Directors

Any Director must cease to be a Director if he or she:

- 8.6.1 is prohibited from being a member in terms of Article 5; or

- 8.6.2 is prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or
- 8.6.3 holds any office of profit or is employed by the Club (except where the provisions of Article 11.4 shall apply); or
- 8.6.4 has a significant conflict of interest which the Board considers has and is likely to continue to undermine his or her ability to act impartially as a Director; or
- 8.6.5 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; or
- 8.6.6 is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
- 8.6.7 being an Elected Director, ceases to be an Voting Member; or
- 8.6.8 is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act, such Director being entitled to be heard prior to the Board taking a decision; or
- 8.6.9 resigns as a Director by notice in writing to the Club; or
- 8.6.10 dies.

8.7 Conduct of Directors

- 8.7.1 Each Director is obliged to act in accordance with both the duties listed in section 66 of the Charities Act (see Article 8.7.2) and the general duties listed in sections 171 - 177 of the Companies Act (see Article 8.7.3) so as to take decisions in such a way as is considered, in good faith, most likely to be in the interests of the Club, and to promote its success in achieving the Charitable Purposes.
- 8.7.2 The duties listed in section 66 of the Charities Act to which each Director must adhere are:
 - (a) to act in the interests of the Club;
 - (b) to seek, in good faith, to ensure that the Club acts in a manner which is consistent with its Charitable Purposes;
 - (c) to act with the care and diligence that it is reasonable to expect of a person who is managing the affairs of another person; and
 - (d) in circumstances giving rise to the possibility of a conflict of interest between the Club and any party responsible for the appointment of that Director:
 - (i) to put the interests of the Club before those of the other party; and
 - (ii) where any other duty prevent the Director from doing so, to disclose the conflicting interest to the Club and to refrain from participating in any deliberation or decision of the Board with regard to the matter in question; and
 - (e) to ensure that the Club complies with any direction, requirement, notice or duty imposed upon under or by virtue of the Charities Act.
- 8.7.3 The general duties listed in sections 171 - 177 of the Companies act to which each Director must adhere as a company director are (in brief terms):
 - (a) to act in accordance with the Articles and only exercise powers for the Charitable Purposes;
 - (b) to act in a way, in good faith, which would be most likely to promote the success of the Club;
 - (c) to exercise independent judgement;
 - (d) to exercise reasonable care, skill and diligence, which may reasonably be expected of a person carrying out the functions of a company director;
 - (e) to avoid conflicts of interest;

- (f) not to accept benefits from third parties conferred by reason of being a Director or doing (or not doing) anything as a Director; and
 - (g) if directly or indirectly interested in a proposed transaction or arrangement with the Club, to declare to the other Directors the nature and extent of that interest.
- 8.7.4 The provisions of Articles 11 and 12 are also pertinent to the provisions within this Article, and each Director must comply with these.
- 8.7.5 Each Director must additionally comply with any Code of Conduct, Board Charter, or Board Policy as introduced and prescribed by the Board from time to time.
- 8.7.6 Additionally, each Director must be mindful of the requirement to preserve confidentiality where appropriate or requested in relation to the Club or its business and in order to act always in the interest of the Club.
- 8.7.7 If the Chair considers that any Director (“the affected Director”), has committed a material breach of any of Articles 8, 11 or 12, he or she, acting in conjunction with the Vice-Chair (if there is one, or otherwise with the longest-serving non-affected Director), may impose a warning upon the affected Director requiring that there be no repetition of any breach within a suitable period (usually being of twelve months after the original breach), failing which the Board may invoke the terms of Article 8.6.8 (on the basis of the breach being serious or persistent); however, if they consider the breach to be serious or persistent, they may request the Board to invoke the terms of Article 8.6.8 straight away.
- 8.7.8 If the affected Director considers that any warning imposed against him or her under Article 8.7.7 is unreasonable, he or she may request that the matter be considered by the Board at a meeting when he or she is entitled to be heard.

9 CHAIR OF MEETINGS AND VICE-CHAIR OF MEETINGS

The Board shall meet as soon as practicable immediately after each AGM to appoint a Chair of meetings and, if desired, a Vice-Chair of meetings of the Club from the Board.

10 PRESIDENT

- 10.1 The President will be elected by the Voting Members at each AGM. Unless the Board at any time resolves otherwise, the President shall hold office for a period of three years, after which he or she can be re-elected if the Voting Members then so decide, or another person can be elected as such in his or her place.

11 CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND DIRECTORS

- 11.1 The income and property of the Club shall be applied solely towards promoting the Charitable Purposes.
- 11.2 No part of the income or property of the Club shall be paid or transferred (directly or indirectly) to the Members or Directors of the Club, whether by way of dividend, bonus or otherwise, except where such members or Directors are in receipt of income or property of the Club as a beneficiary of the Club in terms of the Charitable Purposes.
- 11.3 No Director shall be appointed as a paid employee of the Club.
- 11.4 No benefit (whether in money or in kind) shall be given by the Club to any member or Directors except the possibility of:
- 11.4.1 repayment of out-of-pocket expenses to Directors (subject to prior agreement

- by the Board); or
- 11.4.2 reasonable remuneration to a member or any Directors in return for specific services actually rendered to the Club (not being of a management nature normally carried out by a director of a company); or
- 11.4.3 payment of interest at a rate not exceeding the commercial rate on money lent to the Club by any Member or Director; or
- 11.4.4 payment of rent at a rate not exceeding the open market rent for property let to the Club by any Member or Director; or
- 11.4.5 the purchase of property from any Member or Director provided that such purchase is at or below market value or the sale of property to any Member or Director provided that such sale is at or above market value; or
- 11.4.6 payment to one or more Directors by way of any indemnity where appropriate.

12 CONFLICTS OF INTERESTS

- 12.1 Any Director and/or employee who has a personal interest (as defined in Article 12.2) in any prospective or actual contract or other arrangement with the Club must declare that interest either generally to the Board or specifically at any relevant meeting of the Club. Where such an interest arises, the provisions within Article 12.3 shall apply.
- 12.2 A personal interest includes the following interests:
 - 12.2.1 those of the Directors or employee in question;
 - 12.2.2 those of his or her partner or close relative;
 - 12.2.3 those of any business associate;
 - 12.2.4 those of any firm of which he or she is a partner or employee;
 - 12.2.5 those of any limited company of which he or she is a director, employee or shareholder of more than 5% of the equity; and
 - 12.2.6 those of any person or organisation responsible for his or her appointment as a Director.
- 12.3.1 Whenever a Director finds that there is a personal interest, as defined in Article 12.2, he or she has a duty to declare this to the Board meeting in question. In that event, in order to avoid a material conflict of interest arising, the Director in question cannot partake in discussions or decisions relating to such matter.
- 12.3.2 It shall be for the person chairing the meeting in question (or if it be the person chairing the meeting who is potentially or actually conflicted, it shall be for the other Directors present) to determine whether the Director in question should at the least be required to be absent during that particular element of the meeting. In terms of Article 13.1, where a Director leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.
- 12.3.3 The Board may at any time resolve, but without taking a specific vote on the matter, to authorise any Director to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Director, but where it considers that the interests of the Club have not been nor are likely to be prejudiced as a result. The Director in question cannot be considered as part of the quorum for that part of any Board meeting giving consideration to this authorisation.
- 12.3.4 The Board may resolve at any time to require all Directors and employees to deliver a Notice of Relevant Interests to the Registered Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Article 12.2, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.
- 12.3.5 If existing, the Register of Interests shall be open for inspection by both the Board and Members of the Club and, with the express prior written approval of the Director or

employee concerned, by members of the public.

13 BOARD MEETINGS

13.1 Quorum

13.1.1 The quorum for Board meetings shall be not less than 50% of all the Directors. No business shall be dealt with at a Board meeting unless a quorum is present.

13.1.2 A Director shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.

13.2 Convening Board Meetings

13.2.1 Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.

13.2.2 Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision is to be made in relation to any matter requiring to be decided by Special Resolution (as listed in Article 6.10), which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Directors agree unanimously in writing to dispense with such notice on any specific occasion.

13.2.3 A Director may and, on the request of a Director, the Company Secretary shall, at any time, summon a meeting of the Board by notice served upon all Directors, to take place at a reasonably convenient time and date.

13.3 Chair of Board Meeting

The Chair of meetings, whom failing the Vice-Chair of meetings (if any), shall be entitled to preside as the person chairing all Board meetings at which he or she shall be present. If at any meeting neither the Chair of meetings nor the Vice-Chair of meetings is present and willing to act as the person chairing the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Directors may appoint one of the Directors to be the person chairing the Board meeting, which failing the meeting shall be adjourned until a time when the Chair or meetings or Vice-Chair of meetings will be available.

13.4 Voting at Board Meetings

13.4.1 The person chairing the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Director present having one vote.

13.4.2 All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.

13.4.3 The decisions requiring a Special Resolution (listed in Article 6.10) cannot be taken by the Directors alone, but must be taken also by the Voting Members in General Meeting in terms of Article 6.10 and only thereafter acted upon by the Board as directed by the Voting Members.

13.4.4 In the event of an equal number of votes for and against any resolution at a Board meeting, the Chair shall have a casting vote as well as a deliberative vote.

13.4.5 A resolution in writing (whether one single document signed by all or a sufficient majority of the Directors or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Directors or Members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and

constituted.

13.5 Observers

The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.

13.6 Minutes

The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the person chairing such meeting, or by the person chairing the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The minutes shall be retained for at least 10 years.

13.7 Validation

13.7.1 All acts *bona fide* done by any Board meeting, or of any sub-committee, or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person 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 Director.

13.7.2 No alteration of these Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

13.8 Ancillary Regulations

The Board may from time to time promulgate, review and amend any ancillary regulations, guidelines and/or policies, subordinate at all times to these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to themselves, members, employees, stakeholders and/or others.

13.9 Parents Forum

The Board shall hold at least two open meetings with parents of Non-Voting Members throughout the period between 1 August and 31 July in any year. These meetings will provide a voice for Non-Voting Members regardless of whether the parents are Voting Members of the Club having taken out appropriate membership. The Board shall explain the proposed strategy and procedures for the Club along with the proposed membership fees for Non-Voting Members to be put to the AGM. For the avoidance of doubt, the parents forum shall have no voting rights.

14 COMPANY SECRETARY, MINUTE SECRETARY, TREASURER & PRINCIPAL OFFICER

14.1 Company Secretary

The Board may appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract.

14.2 Minute Secretary

The Board may appoint a Minute Secretary, for the purposes of Article 13.6, for such term and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Minute

Secretary at its discretion, but can only do so if the Minute Secretary is not a Director.

14.3 Treasurer

- (a) The Board may appoint a Treasurer for such term and upon such conditions as it may think fit.
- (b) If the Treasurer is unpaid, he or she may also be a Director, and if so he or she would have a vote as a Director at any Board meeting which he or she attends.
- (c) If the Treasurer is to be paid an annual salary, honorarium or other appropriate fee at the Board's discretion, he or she cannot also be a Director.
- (d) If the Treasurer is not a Director, he or she may be required by the Board to attend (but shall have no vote at) Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wishes to keep confidential to itself.
- (e) The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract.

14.4 Principal Officer

The Board may appoint a Principal Officer of the Club on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but who shall not be a Director and, for the avoidance of doubt, will have no vote thereat.

15 HONORARY PATRON(S)

The Voting Members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more honorary patrons of the Club, to be appointed either for such fixed period (usually of five years) as those Members determine or for an unspecified period until such appointment be terminated by them. The honorary patron or patrons would be entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

16 FINANCES AND ACCOUNTS

16.1 Bank Accounts

The banking account or accounts of the Club shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.

16.2 Cheques etc.

All cheques and other negotiable instruments, and all receipts for monies paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

16.3 The Board shall ensure that all funds and assets of the Club are applied towards achieving the Charitable Purposes.

16.4. Accounting Records

The Board shall cause accounting records to be kept in accordance with the requirements of the Companies Act and other relevant regulations.

16.5 The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall

think fit and shall always be open to the inspection of the Directors. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Club or any of them shall be open to the inspection of the members of the Club.

16.6 Independent Financial Examiner

Once at least in every year, or as otherwise provided for by the Companies Act, the accounts of the Club shall be examined by an independent financial examiner, who shall be appointed by the Board on the direction of members in General Meeting.

16.7 Accounts

At or before each AGM, or otherwise after the Accounts have been approved by the Board, the Board shall provide the Members with a copy of the accounts for the period since the last preceding accounting reference date (or in the case of the first account since the incorporation of the Club). The accounts shall be accompanied by proper reports of the Board and the independent financial examiner. As an alternative, the Accounts may be available for inspection on the website of the Club (with all Members, Directors, the Company Secretary and the independent financial examiner being made aware that they are so available for inspection there).

17 NOTICES

17.1. A notice may be served by the Club upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its address as appearing in the Register of Members.

17.2 Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise dispatched.

17.3 A Member present at any meeting of the Club shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

17.4 The business of the Club and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax or e-mail or other appropriate electronic means (except where a Member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Club where the Club has advised each member of this and has taken due steps to notify by other reasonable means all other Members who state that they do not have access to the Internet.

18 INDEMNITY

Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Directors or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Club shall be indemnified out of the funds of the Club against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Club 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.

19 ALTERATION TO ARTICLES OF ASSOCIATION

Subject to the terms of Article 6.10, no alteration in these Articles may at any time be made unless by the decision of not less than 75% of the Voting Members present (in person or by proxy) and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

20 LIMIT OF LIABILITY

- 20.1 The liability of the Members is limited.
- 20.2 Every member of the Club undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Club if it should be wound up whilst he, she or it is a Member or within one year after he, she or it ceases to be a Member (for whatever reason), for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.

21 DISSOLUTION

- 21.1 The winding-up of the Club may take place only on the decision of not less than 75% of its Voting Members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
- 21.2 If, on the winding-up of the Club, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Charitable Purposes.
- 21.3 The charity or charities to which the property is to be transferred in terms of Article 21.2 shall be determined on the decision of not less than 75% of the Voting Members of the Club who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a decision of not less than 75% of the Board or, failing that, as determined by an arbitrator to be chosen amicably by the Board or, failing such amicable choice, as determined by the Sheriff of Tayside, Central and Fife at Stirling (or any successor thereto), whose decision shall be final and binding upon the Club.
- 21.4 If the Club is a charity at the time that its winding-up is decided upon in terms of this Article, the prior consent of the Office of the Scottish Charity Regulator (or any successor thereto) must be obtained in terms of Section 16 of the Charities Act.

Annexation

Schedule 1 Powers

Schedule 2 Form of Proxy

Schedule 1

Powers available to the Club

Further to Article 3.2, the Club shall have the following powers (but only in furtherance of the Charitable Purposes) and declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal, namely:

1 General

- 1.1 to encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Club to achieve the Charitable Purposes;
- 1.2 to provide advice, consultancy, training, tuition, expertise and assistance;
- 1.3 to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;
- 1.4 to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;

2 Property

- 2.1 to purchase, take on lease, hire, refurbish or otherwise acquire any property (meaning land, buildings, goods or other property, heritable and moveable, real and personal and any other rights and privileges considered necessary and convenient) suitable for the Club and to construct, convert, improve, develop, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Club's property;
- 2.2 to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Club;
- 2.3 to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

3 Employment

- 3.1 to employ, contract with, train and pay such staff (whether employed or self-employed or external contractors) as are considered appropriate for the proper conduct of the activities of the Club;
- 3.2 to pay reasonable pension provisions for staff;

4 Funding and Financial

- 4.1 to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Club;
- 4.2 to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;
- 4.3 to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the Club and/or in support of any obligations undertaken by the Club;
- 4.4 to set aside funds not immediately required as a reserve or for specific purposes;
- 4.5 to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the Club in

- such investments to include property and securities, as may be considered appropriate and to dispose of, and vary, such investments;
- 4.6 to make grants or loans of money and to give guarantees;
- 4.7 to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision of the Financial Conduct Authority (or its successors) and to delegate to any such manager the exercise of all or any of its powers of investment on such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the Club in nominee names, but subject always to the provisions of the Charities Act;
- 5 Development**
- 5.1 to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Charitable Purposes;
- 5.2 to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;
- 5.3 to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Club and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity;
- 5.4 to enter into contracts to provide services to or on behalf of others;
- 6 Insurance and Protection**
- 6.1 to effect insurance of all kinds (which may include indemnity insurance in respect of Directors and employees);
- 6.2 to oppose, or object to, any application or proceedings which may prejudice the interests of the Club;
- 7 Ancillary**
- 7.1 to pay the costs of forming the Club and its subsequent development;
- 7.2 to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and
- 7.3 to do anything which may be incidental or conducive to the Charitable Purposes so long as these are charitable.

Schedule 2

Form of Proxy

Further to Article 6.8.3, the Form of Proxy shall be in the following general terms (to be varied as required to fit the circumstances):

<p style="text-align: center;"><u>Stirling County Rugby Football Club</u> ("the Club")</p> <p>I, of....., being a Voting Member of the Club hereby appoint the person chairing the General Meeting/or*....., of, as my proxy to vote for me on my behalf at the General Meeting of the Club to be held on..... and at any adjournment thereof.</p> <p style="text-align: center;">This form to be used in favour of/against the resolution(s)*</p> <p style="text-align: center;"><i>* to be deleted if not required, or amended if it is required</i></p> <p style="text-align: center;">Signature of member appointing proxy.....</p> <p style="text-align: center;"><i>dated</i>.....</p> <p>To be valid, this Form of Proxy, once signed and dated, must be lodged at least 48 hours before the start of the General Meeting referred to above</p>
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