



ARTICLES OF ASSOCIATION

of

**THE SCOTTISH BADMINTON UNION
(trading as Badminton Scotland)**

ADOPTED AT THE ANNUAL GENERAL MEETING OF SCOTTISH BADMINTON UNION
HELD ON 26th August 2020

PART 1

INTERPRETATION, LIMITATION OF LIABILITY AND OBJECTS

Defined Terms

1. In the articles, unless the context requires otherwise:

"articles"	means the Company's articles of association
"bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of sequestration
"Board"	the Board of Directors of the Company
"Chair"	means the Chairperson of the Board
"chair the meeting"	has the meaning given in article 19
"Club"	means a Club member of the Company
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company
"Company"	means The Scottish Badminton Union
"Director"	means a Director of the Company, and includes any person occupying the position of Director, by whatever name called
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form
"electronic form"	has the meaning given in section 1168 of the Companies Act 2006
"Group Convener"	a person who is elected at the Annual General Meeting of the Group to chair the Group Committee
"Independent Director"	a person appointed by the Council as such, who is independent of the operational activities of the Company, but not necessarily independent of the sport
"member"	has the meaning given in section 112 of the Companies Act 2006.

“ordinary resolution”	has the meaning given in section 282 of the Companies Act 2006
“participate”	In relation to a Director's meeting, has the meaning given in article 17
“proxy notice”	has the meaning given in articles 31
“special resolution”	has the meaning given in section 283 of the Companies Act 2006
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006
“writing”	Means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

Liability of members

2. The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:
 - (a) payment of the Company's debts and liabilities contracted before he ceases to be a member,
 - (b) payment of the costs, charges and expenses of winding up; and
 - (c) adjustment of the rights of the contributories among themselves.

Objects

- 3.1 The objects of the Company are:
 - (a) to act as the governing body of the game of badminton in Scotland as recognised by the Badminton World Federation, Badminton Europe, sportscotland and such other bodies as the Board may decide from time to time.
 - (b) to represent badminton in Scotland on international bodies.
 - (c) to administer, develop, co-ordinate, regulate and promote the game of badminton in Scotland in co-operation with the members and all such other things as are incidental to or the Directors may think conducive to the attainment of all or any of the above objects.

- 3.2 The Directors of the Company may delegate to a subsidiary operational and other matters to further the objects in Article 3.1, subject to the power of the Company pursuant to Article 11.
- 3.3 The Company has power to do anything lawful in pursuit of its objects.

Application of profits and winding up

- 4.1. The profits of the Company, if any, or other income, shall be applied in promoting the objects of the Company and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise to any of its members.
- 4.2. On the winding-up of the Company any surplus assets shall be transferred to another organisation whose objects are similar to that of the Company, such organisation to be nominated by the members prior to winding-up.

PART 2

BOARD

APPOINTMENT OF DIRECTORS

Methods of appointing Directors

5. (1) The Directors of the Company shall comprise a Chair, a President, a Vice President, the Chief Executive and Chairs of Finance, Engagement, Performance, Events and two Independent Directors. The Chair will be elected for a term of four years at the Annual General Meeting. Each other Director (with the exception of the Chief Executive) will be elected for a term of two years at the Annual General Meeting of the Council. Each may stand for re-election. The Chair may stand for one further term of four years. All other Directors (with the exception of the Chief Executive) may be appointed for further terms of two years up to a maximum of 4 terms, either consecutively or in aggregate, so that no person shall be a Director (with the exception of the Chief Executive) of the Company for a period of more than 8 years in total.
- (2) Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director in accordance with Article 5(1). Any person shall be nominated for a specified elected Board position not less than 28 clear days before the date appointed for an Annual General Meeting. Such nominations shall be given to the Company by written notice signed by or on behalf of a member, such notice stating the Board position for which that person is being nominated and having been signed by that person to confirm his/her willingness to be appointed together with a personal statement from such person outlining the proper skills and knowledge that they have and will bring to the Board (complying with role profile and personal competence framework for the role for which they are nominated as adopted by the Company) as well as a copy of that person's curriculum vitae which is to be made available on the Company's website (and the members consent to the communication of the personal statements and curriculum vitas via the Company's website for the purposes of Article 41). No resolution for the appointment of any person as a Director shall be put forward by the Board or the Company at any Annual General Meeting unless the Board have recommend their appointment having been satisfied that such person has required specialist knowledge, so long as the Board has regard to maintaining a balance of proper skills, knowledge and representation (including gender representation) on the Board.
- (3) In addition the Directors may appoint additional Directors up to a maximum specified in Article 5(1) to replace any Director who resigns or dies mid-term or to fill a vacancy not filled at the Annual General Meeting. Any Director appointed in terms of this Article 5 must first be approved by the Directors as having the appropriate capabilities to perform the duties of Director in the best interests of the Company and shall hold office for the remainder of the term being served by the Director being replaced.
- (4) On being elected to the office of Chair, President or Finance Director, a Group Convener or Group Director shall demit that Group office before the next normal meeting of the Board. The Group concerned failing which its Committee shall be required to elect a new Convener or Group Director within that limit of time. On being elected to the office of Vice President a Group or Group Director shall demit that Group office within one year

and the Group concerned failing which its Committee shall be required to elect a new Convener or Group Director within that limit of time unless the Board shall otherwise so direct.

Termination of Director's appointment

6. A person ceases to be a Director as soon as:
- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;
 - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - (f) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - (g) a majority of the Board resolves that the Director has failed to comply with the outcomes of the Board's performance evaluation processes and/or the Director's own individual development plan.

Directors' remuneration

7. (1) Directors may undertake any services for the Company that the Directors decide.
- (2) Directors are entitled to such reasonable and proper remuneration as the Directors determine:
- (a) For services they provide to the Company (with the exception of acting as Directors).
- (3) Without prejudice to article 7(2) Directors are accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

Directors' expenses

8. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- (a) meetings of Directors or committees of Directors; or

- (b) general meetings.

Or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

- 9. Subject to the articles, the Directors are responsible for the management of the Company's business for which purpose they may exercise all the powers of the Company.

Members' reserve power

- 10. (1) The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action
- (2) No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

Directors may delegate

- 11. (1) Subject to the articles, the Directors may delegate any of the powers which are conferred on them under the articles:
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;as they think fit.
- (2) If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- (3) The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

- 12. (1) Committees to which the Directors delegate any of their powers must follow procedures which are based as fully as they are applicable on those provisions of the articles which govern the taking of decisions by Directors.

- (2) The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

13. The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 15.

Codes and Regulations

14. The Directors shall have authority to make Bye-Laws, Codes, Rules or similar which are binding on the members and the same shall be published to members through normal channels for the Company. The same may be withdrawn or amended from time to time. These will relate to such matters as discipline, anti-doping, child protection and ethical issues together with administrative procedures or requirements and will be subject to ratification at the next meeting of the Council (and if not ratified will cease to have effect following such Council meeting).

Unanimous decisions

15.
 - (1) A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
 - (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
 - (3) References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
 - (4) A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

Calling a Directors' meeting

16.
 - (1) Any three Directors may call a Directors' meeting by giving notice to the Company Secretary to call such meeting.
 - (2) Notice of any Directors' meeting must indicate:
 - (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the

same place, how it is proposed that they should communicate with each other during the meeting;

- (d) The business of the meeting.
- (3) Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- (4) Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in Directors' meetings

- 17. (1) Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
 - (a) the meeting has been called and takes place in accordance with the articles;
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- (3) If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Quorum for Directors' meetings

- 18. (1) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors and unless otherwise fixed it is 75%.
- (3) If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
 - (a) to appoint further Directors; or
 - (b) to call a general meeting so as to enable the members to appoint further Directors.

Chairing of Directors' meetings

- 19. (1) The Directors may appoint a Director to chair their meetings in the absence of the Chair appointed.
- (2) The person so appointed for the time being is known as the Chair.
- (3) If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair

it.

Casting vote

20. (1) If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

21. (1) If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when:
- (a) the Company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
 - (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (c) the Director's conflict of interest arises from a permitted cause
- (4) For the purposes of this article, the following are permitted causes:
- (a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- (6) Subject to paragraph (7), if a question arises at a meeting of Directors or of a Committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the

meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.

- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

22. The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Directors.

Directors' discretion to make further rules

23. Subject to the articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

PART 3

COUNCIL

MEMBERSHIP OF COUNCIL

Composition of Council

24. The Council shall comprise the Chair, the Group Representatives appointed by Groups pursuant to article 35, the Directors, the Independent Directors, the Chairperson of the Sir Craig Reddie Centre User Group, three representatives of the Scottish Schools Badminton Union and a representative of the Court Officials.

Role of the Council

25. The role of the Council is to act as the forum in which the members can be represented in general meeting. Only Group Representatives and Directors including the Independent Directors, Scottish Schools Badminton Union and Court Officials representatives may vote. Each Group shall be entitled if consisting:
- (1) of not more than 25 Clubs to nominate one member of the Council who shall be the Group Convener;
 - (2) of more than 25 Clubs but not more than 50 Clubs to nominate two members of Council one of whom will be the Group Convener;
 - (3) of more than 50 Clubs to nominate three members of Council one of whom will be Group Convener.
26. The Board will meet with the Council on a 3rd occasion in each calendar year (other than at the Annual General Meeting or the Half Yearly Meeting) at such time to be agreed between the Board and the Council. The meeting taking place pursuant to this Article 26 shall provide the Council with the forum to ensure that the Council fulfils its obligations under Article 25 and can properly represent the members at the Annual General Meeting.

VOTING AT COUNCIL MEETINGS

Voting: general

27. A resolution put to the vote of a Council meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles. Only Group Representatives and members of the Board including the independent Directors may vote.

Errors and disputes

28. (1) No objection may be raised to the qualification of any person voting at a Council meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the Chair of the meeting whose decision is final.

Poll votes

29. (1) A poll on a resolution may be demanded:
 - (a) in advance of the Council meeting where it is to be put to the vote; or
 - (b) at a Council meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by:
 - (a) the Chair of the meeting;
 - (b) the Directors
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) not less than one tenth of the Group Representatives.
- (3) A demand for a poll may be withdrawn if:
 - (a) the poll has not yet been taken; and
 - (b) the Chair of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the Chair of the meeting directs.

Content of proxy notices

30. (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - (a) states the name and address and position held of the person appointing the proxy;
 - (b) identifies the person appointed to be that person's proxy and the Council meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the person appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the Council meeting to which they relate.
- (2) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as:
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

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

Delivery of proxy notices

- 31. (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a Council meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Amendments to resolutions

- 32. (1) An ordinary resolution to be proposed at a Council meeting may be amended by ordinary resolution if:
 - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the Council meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a Council meeting may be amended by ordinary resolution, if:
 - (a) the Chair of the meeting proposes the amendment at the Council meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

Annual General Meeting

- 33. (1) In each calendar year the Company will hold an Annual General Meeting. The business of such Annual General Meeting shall be:
 - (a) Appointment of members of the Board;

- (b) Appointment of the Chair of the Board and Council (to be the same person). The Chair shall be elected at every fourth Annual General Meeting to hold office for a period of one term but shall be eligible for re-election for a maximum of one further term, the definition of term for the purposes of this Article 33(1)(b) being the interval of time between the Annual General Meeting to which he/she was elected and the conclusion of the fourth subsequent Annual General Meeting;
 - (c) to receive and consider the report of the Directors and make any appropriate recommendations to the Board;
 - (d) to approve the financial statement;
 - (e) to receive the reports of the Chairs of all committees for noting or discussion;
 - (f) to elect the President (subject to the provisions of Article 33(7) below), the Vice-President, Finance Director, the Chairs of all committees and all other Directors (with the exception of the Chief Executive) who are to be elected at the relevant Annual General Meeting. The President, the Vice-President, the Finance Director, the Chairs of all committees and all other Directors (with the exception of the Chief Executive) shall be elected at every second Annual General Meeting to hold office for a period of one term but shall be eligible for re-election for a maximum of three further terms (either consecutively or in aggregate so that no person shall be a Director for a period of longer than 8 years), the definition of term for the purposes of this Article 33(1)(f) being the interval of time between the Annual General Meeting to which he/she was elected and the conclusion of the second subsequent Annual General Meeting;
 - (g) to appoint auditors/reporting accountants; and
 - (h) to consider any other competent resolutions included in the notice of the Annual General Meeting.
- (2) All appointments made at the Annual General Meeting will become effective at the conclusion of the business of the Annual General Meeting.
 - (3) Another General Meeting of the Company (known as the "Half Yearly Meeting") will be held approximately 6 months after the immediately preceding Annual General Meeting at such time and place as the Council will determine. The agenda shall be prepared by the Board and issued as part of the notice of the meeting at least 14 days prior to the due date and will include an interim report from the Board.
 - (4) The quorum for an Annual General Meeting or Half Yearly Meeting shall be 30% of the members present in person or by proxy.
 - (5) The Annual General Meeting and the Half Yearly Meeting may be validly held notwithstanding that all of the members present in person or by proxy are not present at the same place provided that:
 - (a) the Annual General Meeting or the Half Yearly Meeting has been called and takes place in accordance with these articles;

- (b) a quorum of members in accordance with Article 33(4) at the time of the Annual General Meeting or the Half Yearly Meeting and all other permitted participants are in direct communication with each other whether by way of telephone, audio-visual link or other form communication; and
 - (c) the members present in person or by proxy and all other permitted participants can each communicate to the others any information or opinions they have on any particular item of the business of the Annual General Meeting or the Half Yearly Meeting and clearly indicate how they are voting on any particular resolution, motion or item of business.
- (6) The Chair of the Annual General Meeting or the Half Yearly Meeting may permit other persons who are not members or are not otherwise entitled to exercise the rights of members in relation to general meetings of the Company, to attend and speak at the Annual General Meeting or the Half Yearly Meeting.
- (7) The members shall elect the Vice-President holding office immediately prior to the commencement of the relevant Annual General Meeting, if such Vice-President is willing to act as President, to the position of President with effect from the end of that Annual General Meeting. If that Vice-President is unwilling to act as President, the Board shall identify another suitable candidate (who has confirmed that they are willing to act) who shall be proposed to the members to be appointed as President with effect from the end of that Annual General Meeting.

PART 4

GROUPS

CONSTITUTION AND AFFAIRS OF GROUPS

Constitution of Groups

34. The Clubs in membership of the Company shall be divided into ten Groups consisting of:
- 34.1 The Borders Group, comprising Clubs in the areas of Scotland served by the Scottish Borders Council.
 - 34.2 The Dumfries and Galloway Group, comprising Clubs in the areas of Scotland served by Dumfries and Galloway Council.
 - 34.3 The Highland Group, comprising Clubs in the areas of Scotland served by the Highlands, Moray, Orkney Islands, Shetland Island and Western Isles Councils.
 - 34.4 The Lothian Group, comprising Clubs in the areas of Scotland served by East Lothian, the City of Edinburgh, Midlothian and West Lothian Councils.
 - 34.5 The Midland Group, comprising Clubs in the areas of Scotland served by Angus, City of Dundee, Perth and Kinross, Clackmannanshire, Falkirk, Stirling and Fife Councils.
 - 34.6 The North East Group, comprising Clubs in the areas of Scotland served by Aberdeen City and Aberdeenshire Councils.
 - 34.7 The Lanarkshire Group, comprising Clubs in the areas of Scotland served by North Lanarkshire and South Lanarkshire Councils, but excluding Cumbernauld and Kilsyth.
 - 34.8 The Glasgow and North Strathclyde Group, comprising Clubs in the areas of Scotland served by West Dunbartonshire, East Dunbartonshire, Glasgow City and Argyle and Bute Councils excluding the former electoral division of Dunoon, East Cowal and Bute, but including Cumbernauld and Kilsyth.
 - 34.9 The West of Scotland Group, comprising Clubs in the areas of Scotland served by East Renfrewshire, Renfrewshire, Inverclyde, North Ayrshire, East Ayrshire and South Ayrshire Councils and the former electoral division of Dunoon, East Cowal and Bute.
 - 34.10 In addition to the foregoing Groups, there will be a group known as "Scottish Schools Group" to consist of all primary and secondary schools in Scotland.
 - 34.11 It shall however be open to any Club on special cause shown to apply to the Board to be included in one of the other Groups in place of that within which it is situated and such application shall be dealt with and finally determined by the Board.

Group affairs

Objects

- 35.1 The objects of the Groups are to administer, develop, co-ordinate, regulate and promote the game of badminton within their own Group and to co-operate as appropriate with Badminton Scotland in promoting the game in Scotland by organising tournaments and competitions, support the development of Clubs in their respective Groups and facilitate the development of potential performance athletes up to the National Junior Squad.
- 35.2 The affairs of each Group shall be managed by a Group Committee with powers to appoint appropriate sub-committees. The Group Committee shall consist of (a) a Group Convener who shall be one of the Group Representatives on the Council and (b) not less than five and not more than twelve other members elected by the Club representatives at the group Annual General Meeting. From the elected Committee there shall be appointed a Coaching Convener, Treasurer, Secretary and such other appropriate officers as may be necessary.
- 35.3 Each Group shall hold an Annual General Meeting at the end of each playing season in each calendar year for the purpose of electing its officials and Committee members. The business of such Annual General Meetings shall be:
- (a) To elect the Group Convener of the Group
 - (b) To elect the Group Representative or Group Representatives as appropriate
 - (c) To receive the Group financial statement
 - (d) To consider any competent resolutions

The Group shall hold such other meetings as the Group Committee shall from time to time determine. Not less than fourteen clear days' notice of the Group Annual General Meeting and all other Group meetings shall be given to all Clubs in that Group and to all members of Group Committees. This Article will not apply to the Scottish Schools Group.

- 35.4 The Group Convener shall act as the Chair at all meetings of the Group whom failing the meeting shall elect a Chair from any remaining Group Representatives, whom failing from amongst the Club representatives present. The Chair shall have a casting as well as a deliberative vote. The only people entitled to vote at meetings who are not attending as Club representatives are Group Representatives (including the Group Convener) and the office bearers of the Group. Each Group may require all Clubs within that Group to intimate to the Secretary of the Group in writing the name or names of all Club representatives appointed to attend and represent the Club at any meeting of the Group such intimation to be made not later than 48 hours prior to the date of any Group meeting. An individual even if representing an Associate Member can only represent one Club and cast one vote. For the avoidance of doubt, Associate Members do not have a vote at Group meetings. At meetings of the Group Committee half of the total number of the Group Committee shall form a quorum. This Article will not apply to the Scottish Schools Group.

- 35.5 The Group Convener shall not later than five days after the Group Annual General Meeting intimate to the Company Secretary the names and addresses of the Chair, the Group Representatives or Representative and the Group Committee. In the event of no nominations being made for any Group, the Board shall have power to appoint a member or members of a Club or Clubs in that Group to act as the Group Representative or Representatives of the Group. The Group Representatives shall take office at the end of the Group Annual General Meeting and shall hold office until the end of the following Annual General Meeting of the Group. This Article will not apply to the Scottish Schools Group.
- 35.6 Each Club which is affiliated to the Company within the Group and whose paid up membership does not exceed 40 shall be entitled to send one representative to and to have one vote at any meeting of the Group and each Club whose membership exceeds 40 shall be entitled to send two representatives to and to have two votes at any meeting of the Group.
- 35.7 The Scottish Schools Group shall be governed by the Constitution of the Scottish Schools Badminton Union. The Scottish Schools Group may elect three representatives to the Council in accordance with the rules of their constitution and intimate the names and addresses of those elected to the Company Secretary.
- 35.8 The court officials may elect one representative to the Council and intimate the name and address of the person elected to the Company Secretary.

VOTING AT GROUP MEETINGS

Voting : general

36. A resolution put to the vote of a Group meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles, Only Club representatives and those as set out in para 35.3 may vote

Errors and disputes

36. (1) No objection may be raised to the qualification of any person voting at a Group meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the Group Convener whose decision is final.

Poll votes

37. (1) A poll on a resolution may be demanded:
- (a) in advance of the Group meeting where it is to be put to the vote; or
- (2) A poll may be demanded by:
- (a) the Group Convener or if he is not present the Chair of the meeting;
- (b) a Group Representative

- (c) two or more persons having the right to vote on the resolution; or
 - (d) not less than one tenth of the Club representatives.
- (3) A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
 - (b) the Chair of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the Chair of the meeting directs.

PART 5

MEMBERSHIP

MEMBERS BECOMING AND CEASING TO BE A MEMBER

Applications for membership

- 39 (1) The categories of membership are:
- (a) Club Membership – Club Membership of the Company shall be open to all properly constituted badminton clubs having their headquarters in Scotland, and such other clubs, who on application as after-mentioned and submission of a copy of their constitution to the Directors in addition to payment of the appropriate subscription may be accepted into this class of membership with the rights and privileges hereinafter set out;
 - (b) Individual Membership - Individual Membership of the Company shall be open to such persons as the Directors may admit on such terms and conditions as the Directors shall from time to time determine but Individual Members shall have no right to vote.
 - (c) Honorary Membership - the Directors may elect such persons as they think fit to be Honorary Members with such rights and privileges as shall be decided from time to time. Presidents of the Company on demitting such office shall automatically become Honorary Members of the Company. An Honorary Member may continue as or be elected or appointed as a Director or Group Representative or committee member with all the rights and powers pertaining to such positions;
 - (d) Associate Membership - the Directors may admit bodies who would not otherwise be able to derive the benefits of membership to Associate Membership on such terms and conditions as the Directors shall from time to time determine. Associate Members shall have no right to vote.
 - (e) Schools - Membership of the Company shall be open to all primary and secondary schools who may on application and on payment of the appropriate subscription be accepted into this class of membership with the rights and privileges hereinafter set out.

- (2) No club or person shall become a member of the Company unless:
 - (a) that club or person has completed an application for membership in a form approved by the Directors'; and
 - (b) the Directors have approved the application.

Termination of membership

- 40 (1) A member may withdraw from membership of the Company by giving 7 days' notice to the Company Secretary in writing but membership fees for the full year in which the notice of termination expires will be payable.
- (2) Membership is not transferrable.
- (3) A persons' or Club's membership terminates when that person dies or ceases to exist.
- (4) The Directors may at their discretion resolve to terminate the membership of any member if they believe it to be in the best interests of the Company by reason of some act or omission of the member. Notice of the intention to pass such a resolution shall be given by the Company Secretary to the member who shall be entitled to be heard in his own defence by the Directors before such resolution is carried into effect.

PART 6
ADMINISTRATIVE ARRANGEMENT

GENERAL ADMINISTRATIVE MATTERS

Means of communication to be used

- 41 (1) Subject to the articles anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- (2) Subject to the articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

- 42 (1) Any common seal may only be used by the authority of the directors.
- (2) The Directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is:
- (a) any Director of the Company;
 - (b) the Company Secretary; or
 - (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

- 43 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

Provision for employees on cessation of business

- 44 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

- 45 (1) Subject to paragraph (2), a relevant Director of the Company or an associated company shall be indemnified out of the Company's assets against:
- (a) any liability incurred by that Director in connection with any negligence in relation to the Company or an associated company;
 - (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a Director of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
 - (c) any other liability incurred by that Director as an officer of the Company or an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this article:
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - (b) a "relevant Director" means any Director or former Director of the Company or an associated company.

Insurance

- 46 (1) The Directors shall purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- (2) In this article:
- (a) a "relevant Director" means any Director or former Director of the Company or an associated company;
 - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - (c) companies are associated if one is a subsidiary of the other or both are

subsidiaries of the same body corporate.