



COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

Scottish Target Shooting

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COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**SCOTTISH TARGET SHOOTING
(the "Company")**

1 EXCLUSION OF MODEL ARTICLES

- 1.1 The Regulations contained in the Companies (Model Articles) Regulations 2008 shall not apply to the Company.

2 INTERPRETATION

- 2.1 In these Articles, unless the context requires otherwise:

"**Act**" means the Companies Act 2006;

"**Adult Member**" means any individual 21 years of age or older (as of 1st January for that membership year) who agrees to become and whom the Company accepts as a Member in accordance with the Articles;

"**Appeal Committee**" means the body to which all appeals are submitted in accordance with the Company's 'Disciplinary, Grievance and Appeals Policy' as such Policy may be amended from time to time;

"**Articles**" means these articles of association;

"**Associate Member**" means any national body in Scotland involved in the sport of Target Shooting whose discipline is not represented by the Associations and which the Company accepts as a Member in accordance with the Articles;

"**Association Management Group**" means the body delegated responsibility by the Board to manage Sport Specific Matters pertaining to a specific discipline as defined by the Board (other than the election of the Association Management Group Chair which shall be carried out pursuant to Articles 23.2 and 32.5);

"**Association Management Group Chair**" means the chair of a particular Association Management Group as elected in terms of Articles 23.2 and 32.5;

"**Associations**" means the Scottish Air Rifle and Pistol Association, Scottish Pistol Association, Scottish Rifle Association and Scottish Smallbore Rifle Association;

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"**Board**" means the board of Directors of the Company by which the business and affairs of the business are managed;

"**Board Executive**" is defined in Article 22;

"**Chair**" means the independent chair of the Company appointed by the Board in accordance with its Board appointment procedures;

"**chair of the meeting**" is defined in Article 41;

"**Club Member**" means any club, school, trade or group involved in the sport of Target Shooting that agrees to become and which the Company accepts as a Member in accordance with the Articles. For the purpose of general meetings, a Club Member shall be represented by a nominated member of that Club, given authority to speak on behalf of that Club Member at a general meeting of the Company;

"**Coaching Dispensation**" applies to each Adult Member, Junior Member and Honorary Life Member who complies with the following requirements:

- (a) holds a current coaching qualification in his Primary Discipline;
- (b) holds a current coaching qualification in any one or more Target Shooting disciplines in addition to his Primary Discipline;
- (c) such coaching qualifications held by the Member are recognised by the Board; and
- (d) copies of all relevant coaching qualifications certificates have been provided to the Company to be uploaded to or otherwise stored in the Member's record for reference by the Member and the Company;

Members that meet these requirements are eligible to be granted a Coaching Dispensation by the Board, allowing them to cast one vote (in addition to their vote on a Sport Specific Matter relating to their Primary Discipline) in a Sport Specific Matter for another discipline which is not their Primary Discipline, and in respect of which such other discipline the above requirements have been met. Members granted a Coaching Dispensation may only cast one vote for items defined as General Matters;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

"**Company**" means Scottish Target Shooting

"**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 Act;

"**Eligible Director**" means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of a particular matter);

"**General Matter**" means any matter which is not a Sport Specific Matter;

"**Honorary Life Member**" means any individual to whom membership has been awarded at the sole and unanimous discretion of the Board who, in the Board's opinion, has significantly contributed to the sport of Target Shooting locally and/or nationally either operating on behalf of the Company, the Associations and/or an Associate Member over an extended time period;

"**Inaugural Period**" means the period from the date of incorporation of the Company until close of the Company's annual general meeting held in 2016;

"**independent**" means a Director of the Company appointed by the Board by means of an open and transparent application process which is available to Members and non-members of the Company;

"**Insolvent**" means:

- (a) in relation to an individual, such individual has:
 - (i) presented his petition for bankruptcy or sequestration;
 - (ii) had a bankruptcy or sequestration order made against him;
 - (iii) had a receiver appointed over his assets; or
 - (iv) made an arrangement with his creditors or entered into a trust deed for the behoof of his creditors; or
 - (v) been subject to any other analogous event or proceedings whether in Scotland or any other jurisdiction; or
- (b) in relation to a company, such company has
 - (i) had a winding-up order made against it;
 - (ii) had a provisional liquidator, interim liquidator or liquidator appointed to it;
 - (iii) passed a resolution for winding-up (other than a solvent winding-up for the purposes of an amalgamation or reconstruction);
 - (iv) had an administration order made against it and/or has had an administrator appointed;
 - (v) had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets;
 - (vi) made an arrangement with its creditors; or

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- (vii) been subject to any other analogous event or proceedings whether in Scotland or any other jurisdiction.

"**Junior Member**" means any individual under 21 years of age (as of 1st January for that membership year) who agrees to become and whom the Company accepts as a Member in accordance with the Articles;

"**Member**" means a member of the Company within the meaning given in section 112 of the Act;

"**Membership Year**" means 1st January to 31st December unless determined otherwise in general meeting;

"**ordinary resolution**" has the meaning given in section 282 of the Act;

"**participate**", in relation to a Directors' meeting, has the meaning given in Article 13;

"**Primary Discipline**" means whichever of the following disciplines has been nominated by an Adult Member, Junior Member, Honorary Life Member or Club Member in their application for membership of the Company as the primary branch of Target Shooting in which such Member participates or intends to participate:

- (a) air rifle & air pistol shooting;
- (b) smallbore rifle shooting;
- (c) fullbore rifle target shooting;
- (d) gallery rifle shooting;
- (e) target pistol shooting;
- (f) clay target shooting; or
- (g) such other branch of Target Shooting as may from time to time be specified on the Company's application forms for membership;

"**Secretary**" means the person who performs the role of Company Secretary;

"**special resolution**" has the meaning given in section 283 of the Act as well as referring to any resolution required to alter the Company's Articles or call for the Company's dissolution;

"**Sport Resolutions (UK)**" means Sports Dispute Resolution Panel Limited, a company incorporated and registered in England and Wales with company number 3351039 whose registered office is at 107 Fleet Street, London EC4A 2AB;

"**sportscotland**" means the organisation established by Royal Charter and tasked with supporting the development of sport across Scotland, or any subsequent organisation tasked with undertaking this role;

“Sport Specific Matter” means matters that fall within the remit of the Association Management Groups including, but not limited to, competition calendars; the arrangement of championships; the allocation of profits made at Association Management Group run events; the management of trophies; consultation and adoption of technical rules concerning firearms, ammunition and clothing; the election of an Association Management Group Chair; and selection to represent Scotland at non-Commonwealth events;

"STSF" means the unincorporated association known as the Scottish Target Shooting Federation;

"subsidiary" is defined in section 1159 of the Act;

"Target Shooting" includes, but is not limited to, smallbore rifle target shooting, fullbore rifle target shooting; target pistol shooting and clay target shooting;

"Vice Chairs" means the Sport Vice Chair and independent Business Vice Chair of the Company appointed in accordance with the Board’s appointment procedures; and

"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.

2.2 In these Articles where the context so permits:

- (a) words importing the singular number only shall include the plural number, and *vice versa*;
- (b) use of days as a timeframe reference is in relation to calendar days;
- (c) words importing the masculine gender only shall include the feminine gender; and
- (d) words importing persons shall include bodies corporate, unincorporated associations and partnerships.

2.3 Words and expressions defined in or for the purposes of the Act, unless these Articles provide otherwise, have the same meaning in these Articles.

2.4 Words and expressions defined elsewhere in these Articles shall bear the meanings thereby ascribed to them.

2.5 Headings used in these Articles shall not affect their construction or interpretation.

2.6 References to any statute or section of any statute or instrument shall include reference to any statutory amendment, extension, modification or re-enactment thereof for the time being in force including, for the avoidance of doubt, any modificatory or replacement provision made under the Companies Act 2006.

2.7 Notwithstanding any other provision of these Articles, in respect of the Inaugural Period, these Articles shall be read and construed subject to the provisions of Article 60.

3 LIABILITY OF MEMBERS

3.1 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 it becoming Insolvent 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 Insolvency; and
- (c) adjustment of the rights of the contributories among themselves.

4 OBJECTIVES

4.1 The objectives of the Company are specifically restricted to the following:

- (a) to foster, cultivate, encourage, promote and develop the sport of Target Shooting at a local and national level in Scotland;
- (b) to liaise and co-operate with **sportscotland**, Commonwealth Games Scotland, British Shooting and any other body as deemed necessary for the furtherance of the sport of Target Shooting at local and national level;
- (c) to deliver a competition pathway in Scotland for Target Shooting to cater for all participation levels;
- (d) to select and organise teams to represent Scotland in Target Shooting at international level;
- (e) to generally safeguard and protect and advance the interests of Target Shooting in Scotland and do all such acts or things as may from time to time be deemed necessary or expedient for or in connection with the sport of Target Shooting in Scotland and the Company;
- (f) to act as the governing body, recognised as such by the national agency for sport in Scotland (such national agency being at the time of incorporation of the Company, **sportscotland**), for the sport of Target Shooting in Scotland; and
- (g) to perform any role or take any action which is incidental to any of the objectives referred to in Articles 4.1(a) to (f) above.

4.2 All of the Company's income must be used to deliver these objectives and support the membership by any other means as identified and approved in advance by the Board.

5 RETURN OF CAPITAL

5.1 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of Company.

6 DIRECTORS' GENERAL AUTHORITY

- 6.1 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.
- 6.2 The Directors may do all such lawful things as may further the Company's objectives and, in particular, but without limitation, may enter into contracts, may sell, lease and purchase property, and may borrow or raise and secure the payment of money including for the purposes of investment or of raising funds.
- 6.3 The Directors shall be accountable to the Members for their management of the Company at its annual general meeting.

7 MEMBERS' RESERVE POWER

- 7.1 Members may, by special resolution and subject to these Articles, direct the Directors to take, or refrain from taking, specified action.
- 7.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

8 DIRECTORS MAY DELEGATE

- 8.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:
- (a) to the Secretary;
 - (b) to such person or committee;
 - (c) by such means (including by power of attorney);
 - (d) to such an extent;
 - (e) in relation to such matters; and
 - (f) on such terms and conditions;

as they think fit.

- 8.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 8.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

9 COMMITTEES

- 9.1 Committees to which the Board delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.

9.2 The Board may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

9.3 The Board can terminate or amend the role and function of any committee at any time.

10 COLLECTIVE DECISION MAKING

10.1 The general rule about decision-making by the Board is that subject to Article 10.3, any decision of the Board must be either by a majority decision at a meeting or a decision taken in accordance with Article 11.

10.2 If the Company only has one Director the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

10.3 Where and to the extent that any matter which is the subject of a decision (or proposed decision) by the Board is, or is likely to be, in the opinion of the Chair, acting reasonably, a Sport Specific Matter, then:

(a) the Chair and/or the Board shall, where it is reasonably practicable to do so, be obliged to use reasonable endeavours, prior to the making of such a decision, to consult with and/or seek a recommendation from the relevant Association Management Group;

(b) notwithstanding the outcome of any such consultation and/or any such recommendation, and/or in an urgent situation, the Board shall be entitled to make decisions on Sport Specific Matters where the Board considers it is in the best interests of the Company to do so (taking into account *inter alia* the objectives in Article 4).

10.4 Nothing in Article 10.3 shall affect the entitlement of Members under Article 7.1 to direct the Directors to take, or refrain from taking, any specified action, nor to pass any resolution at a general meeting in accordance with these Articles.

11 UNANIMOUS DECISIONS

11.1 A decision of the Board 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.

11.2 Such a decision may take the form of a resolution in writing, where each Director has one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing.

11.3 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.

12 BOARD MEETINGS

12.1 The Directors must meet as a Board at least four times in each calendar year.

12.2 In addition, any three Directors may call a Board meeting by giving ten days' notice of the meeting to the other Directors or by authorising the Secretary to give such notice. Under exceptional circumstances the Chair has the right to call an emergency Board Meeting with a minimum of thirty minutes' notice to the Directors or by authorising the Secretary to give such notice.

12.3 Notice of any Board meeting must indicate:

- (a) its purpose;
- (b) its proposed date and time;
- (c) where it is to take place; and
- (d) 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.

12.4 Notice of a Board meeting must be given in writing to each Director.

13 PARTICIPATION IN BOARD MEETINGS

13.1 Subject to these Articles, Directors participate in a Board meeting, or part of a Board meeting, when:

- (a) the Board meeting has been called and takes place in accordance with these Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the Board meeting.

13.2 In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.

13.3 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 the participating Directors are located.

14 QUORUM FOR A BOARD MEETING

14.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting, which must be held within three calendar months.

14.2 Subject to Article 14.3 and without prejudice to Article 10.2, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than four Eligible Directors.

14.3 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.

15 CHAIRING BOARD MEETINGS

15.1 Board meetings will be chaired by the Chair.

15.2 Should the Chair not participate in a Directors' meeting within ten minutes of the time at which it was to start, the meeting will be chaired by the Vice Chair.

15.3 Should the Chair and Vice Chair not participate 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.

16 CASTING VOTE

16.1 If the number of votes for and against a proposal is equal, the chair of the meeting has a casting vote.

17 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

17.1 Subject to Article 17.2 and Article 17.3, 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.

17.2 Notwithstanding the terms of Article 17.1, if Article 17.3 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.

17.3 This paragraph applies when:

- (a) the Company by ordinary resolution disapplies the provision of these 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; or
- (c) the Director's conflict of interest arises from a permitted cause.

17.4 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; and

- (b) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company which do not provide special benefits for Directors or former Directors.

17.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Board meeting or part of a Directors' meeting.

17.6 Subject to Article 17.7, if a question arises at a Board meeting of Directors or of a committee involving 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 of the meeting whose ruling in relation to any Director other than the Chair is to be final and conclusive.

17.7 If any question as to the right to participate in any meeting (or part of a meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors attending 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.

17.8 This Article 17 shall be construed and shall apply subject to the Act including for the avoidance of doubt sections 177 and 182 of the Act.

18 CONFLICTS OF INTEREST

18.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an “**Interested Director**”) breaching his duty under section 175 of the Act to avoid conflicts of interest (“**Conflict**”).

18.2 Any authorisation under this Article 18 will be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director’s vote had not been counted.

18.3 Any authorisation of a Conflict under this Article 18 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;

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- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

18.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

18.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

18.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

19 RECORDS OF DECISIONS TO BE KEPT

19.1 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 unanimous or majority decision taken by the Directors.

20 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

20.1 Subject to these 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.

21 BOARD STRUCTURE

21.1 The Board should comprise of;

- (a) an independent Chair appointed in accordance with Article 23.1;

- (b) a Sport Vice Chair elected in accordance with Article 23.2;
- (c) an independent Business Vice Chair appointed in accordance with Article 23.1;
- (d) an independent Finance & Fundraising Director appointed in accordance with Article 23.1;
- (e) an independent Marketing & Communications Director appointed in accordance with Article 23.1;
- (f) an independent Coaching & Officials Director appointed in accordance with Article 23.1;
- (g) an independent Performance & Pathways Director appointed in accordance with Article 23.1; and
- (h) each Association Management Group Chair appointed in accordance with Articles 23.2 and 32.5.

21.2 The Chief Executive (or equivalent role) of the Company shall perform the duties of Company Secretary and is required to attend meetings of the Board in an advisory capacity.

21.3 The Board reserves the right, from time to time, to invite external experts to attend Board meetings to provide technical assistance on specific matters. Any such experts attending Board meetings are not eligible to vote or count towards the quorum of the meeting.

21.4 **sportscotland** have the right to appoint a representative to attend as an observer at each and any meeting of the Board. To exercise such right **sportscotland** must provide the Board with reasonable prior written notice of who the nominated individual shall be.

21.5 The failure to fill any Director position shall not invalidate any decisions taken by the Board.

22 **BOARD EXECUTIVE**

22.1 The Board Executive shall consist of the Chair, Sport Vice Chair, Business Vice Chair, Finance & Fundraising Director and Company Secretary.

22.2 The Board Executive shall have the authority to progress non-vital, day to day operational matters enabling the Company to act swiftly as and when required.

22.3 In such matters where the Board Executive is required to act swiftly, the full Board will be updated at a suitable and timely juncture.

23 **BOARD APPOINTMENT PROCEDURES**

23.1 The Board shall be entitled to appoint and shall use reasonable endeavours to ensure that at any given time the Board has appointed a Chair, Business Vice Chair, Finance & Fundraising Director, Coaching & Officials Director, Performance and Pathways Director and Marketing & Communications Director provided that the person or persons are willing to act as a Director and are permitted to do so by law. These appointments will be performed in accordance with

the Company's Board appointment procedure in force from time to time, with the roles advertised where appropriate and the skills of potential candidates assessed by an appointment panel against the role description agreed in advance by the Board. The appointment panel will oversee the process and make a final recommendation to the Board upon completion of the process. Any Director appointed in this manner does not need to be a Member of the Company.

- 23.2 A nominee for any of the positions of Sport Vice Chair and the Association Management Group Chairs must be a Member of the Company, willing to act as a Director and be permitted to do so by law. Nominations must be lodged with the Secretary not later than twenty eight days prior to the relevant general meeting or annual general meeting in the manner and form as determined, from time to time, by the Board. Each nomination must be with the nominee's agreement and shall be in writing and signed by the nominee. Regardless of the number of nominations received, appointment will be confirmed by a vote, held in accordance with Article 44, at the relevant general meeting. The vote for the appointment of an Association Management Group Chair shall constitute a Sport Specific Matter.
- 23.3 Subject to the terms of these Articles, it shall be competent for the Board at any time to appoint any person to serve as a Director for the purpose of filling a vacancy arising by virtue of a Director ceasing to hold office for whatever reason or by reason of no person being nominated for election or elected to a particular portfolio. Such person, appointed to fill a vacancy on a short term basis to ensure the Company can continue operating effectively, shall receive the same authority and powers as other Directors but shall only hold office until such vacancy can be filled in accordance with the full appointment procedure.

24 **TENURE ON THE BOARD**

- 24.1 All Directors shall hold office for 3 years or until close of the third annual general meeting following their appointment, whichever is the sooner, except for the Directors appointed at the annual general meeting of the Company held in 2016, whose terms in office shall be as follows:
- (a) the Chair, Sports Vice Chair and Business Vice Chair shall be appointed for 4 years or until close of the fourth annual general meeting following their appointment, whichever is the sooner;
 - (b) the Finance & Fundraising Director shall be appointed for 3 years or until close of the third annual general meeting following their appointment, whichever is the sooner;
 - (c) the Marketing & Communications Director, Coaching & Officials Director and Performance & Pathways Director shall be appointed for a shortened initial term of 2 years or until close of the second annual general meeting following their appointment, whichever is the sooner; and
 - (d) each Association Management Group Chair shall be appointed for a shortened initial term of 1 year or until close of the first annual general meeting following their appointment, whichever is the sooner.

- 24.2 With the exception of the annual general meeting of the Company held in 2016 and notwithstanding the position of Chair, no more than 50% of the Board Executive and 50% of the total Board membership can be eligible to stand for appointment at any one annual general meeting to ensure a level of continuity on the Board. Should more than 50% of the Executive and total Board membership be eligible for appointment, notwithstanding the provisions of Article 23 and not including the role of Chair, the term of the Director(s) to have served the shortest time on the Board will be extended until the next annual general meeting at which point this person must stand for appointment.
- 24.3 Subject to Article 24.1, and unless Article 24.2 applies, all Directors wishing to continue to be a member of the Board must stand for re-election after 3 years or at the third annual general meeting following their appointment, whichever is the sooner. All Directors, excluding the Chair, can serve a total of three consecutive terms or nine consecutive years, whichever is sooner. Following such service an individual cannot serve as a Director for at least a twelve month period, but during such time such individual is still permitted to serve as a member on any of the Company's working groups.
- 24.4 A Director may only serve for more than nine consecutive years if he is appointed to the position of Chair. Notwithstanding the provision of Article 24.3 and the foregoing provisions of this Article 24.4, the Chair shall serve for one term of four years or until close of the fourth annual general meeting following his appointment as Chair. The Board have the authority to reappoint the Chair for a further term of four years. The Chair is not permitted to hold the position for more than eight consecutive years without serving at least a twelve month period of not being a Director but is still permitted to serve as a member on any of the Company's working groups during this time.

25 TERMINATION OF DIRECTOR'S APPOINTMENT

- 25.1 A person ceases to be a Director as soon as:
- (a) he fails to be re-elected to the Board at the end of his term of office at the annual general meeting;
 - (b) he serves three consecutive terms as a Director (excluding the Chair);
 - (c) he serves his term as Chair;
 - (d) an ordinary resolution is passed at a general meeting for their removal;
 - (e) by virtue of any provision of the Companies Acts he is prohibited from being a Director by law;
 - (f) that person becomes Insolvent;
 - (g) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (h) 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 Director and may remain so for more than three months;

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- (i) 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;
- (j) 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;
- (k) he ceases to be an Adult Member (with the exception of Directors appointed in accordance with Articles 23.1);
- (l) he has not attended three consecutive Directors' meetings, without the permission of the Board; or
- (m) he dies.

26 **DIRECTORS' REMUNERATION**

26.1 No Director shall be paid a salary or receive any remuneration from the Company.

27 **DIRECTORS' EXPENSES**

27.1 The Company may pay any reasonable receipted expenses which Directors properly incur in connection with their attendance at:

- (a) Board meetings;
- (b) committee meetings;
- (c) general meetings; or
- (d) in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

28 **ASSOCIATION MANAGEMENT GROUPS**

28.1 Each Association Management Group Chair is entitled to a place on the Board of the Company in accordance with Article 21.1(h) and is elected in accordance with Articles 23.2 and 32.5.

28.2 The number and criteria for selecting the remaining members of the Association Management Group from the membership of the Company shall be at the discretion of the Association Management Group Chair to enable the group to fulfil its remit.

28.3 Each Association Management Group shall receive an income from the Company as determined by a rate agreed by the Board and by the number of members declaring that Association Management Group as their primary discipline on affiliating to the Company.

28.4 All income raised by events and activities organised by an Association Management Group shall be retained by that Association Management Group for a future use to be determined by that Association Management Group.

- 28.5 The Association Management Groups recognised by the Board and membership of Scottish Target Shooting shall be:
- (a) Air Pistol & Air Rifle
 - (b) Clay Target
 - (c) Fullbore Rifle
 - (d) Gallery Rifle
 - (e) Target Pistol
 - (f) Smallbore Rifle
- 28.6 A new Association Management Group can only be formed by a special resolution proposed by the Board on written request by an Associate Member or otherwise proposed at the discretion of the Board, submitted to an annual general meeting and passed in accordance with Article 45.
- 28.7 On approval by the membership of the formation of a new Association Management Group, the discipline of that new Association Management Group will serve a provisional period as specified by the Board, of no less than one membership year, to commence the following membership year.
- 28.8 For the provisional period that discipline can be selected as a primary discipline on affiliation but shall operate without an Association Management Group. The Board shall use this income to finance any costs in making the adjustment and prepare proposals for the following annual general meeting to complete the necessary changes to these Articles.
- 28.9 On completion of the provisional period and on agreement by the Board, a new Association Management Group shall be formed for that discipline and be entitled to the rights of an Association Management Group detailed in Articles 28.1, 28.2, 28.3 and 28.4.

29 MEMBERSHIP OF THE COMPANY

- 29.1 The Company must have at least one Member but there shall be no maximum number of Club, Adult, Junior, Honorary Life or Associate Members.

30 APPLICATIONS FOR MEMBERSHIP

- 30.1 Membership of the Company will not be considered unless:
- (a) the applicant has completed a membership form approved by the Board and that application is thereafter approved by the Company; and
 - (b) the application for membership is accompanied with the relevant membership fee.

30.2 The Company has absolute discretion as to the admission of any organisation, or individual, as a Member. The Company shall not be obliged to give any reason for refusing to admit any individual or organisation.

30.3 All Members of the Company, excluding Honorary Life Members, are required to re-apply for membership on an annual basis. All Memberships, excluding Honorary Life Members, expire at the conclusion of each Membership Year.

31 **TYPES OF MEMBERSHIPS**

31.1 The Company shall have the following membership types:

- (a) Club Members;
- (b) individual Members with the following categories:
 - (i) Adult Member;
 - (ii) Junior Member; and
 - (iii) Honorary Life Member; and
- (c) Associate Members.

32 **MEMBERSHIP RIGHTS**

32.1 Subject to the provisions of this Article 32, Club Members, Adult Members, Junior Members and Honorary Life Members have the right to propose resolutions and vote at all general meetings of the Company and can also requisition a general meeting in accordance with Article 37.

32.2 Subject to Articles 32.4 and 32.5, Club Members, Adult Members, Junior Members and Honorary Life Members each have one vote at a general meeting. Such Members have the right to attend and speak on any matters relevant to the affairs of the Company at all general meetings of the Company.

32.3 Associate Members have no voting rights at a general meeting but an appointed representative of an Associate Member, on behalf of such Associate Member, has the right to attend and speak at all general meetings of the Company.

32.4 All Members who are entitled to vote may vote at a general meeting on any General Matter.

32.5 Where and to the extent that any matter which is the subject of a vote is in the opinion of the Board, acting reasonably, a Sport Specific Matter, then only those Members entitled to vote and whose Primary Discipline or Coaching Dispensation is relevant to that Sport Specific Matter may vote on that matter.

32.6 Only Associate Members have the right to apply for Association Management Group status as defined in Article 28.

32.7 The rights and privileges of any Member are personal, not transferable and end when that Member ceases to be a Club Member, Adult Member, Junior Member, Honorary Life Member or Associate Member.

33 MEMBERSHIP FEES AND RESPONSIBILITIES

33.1 Each Club Member, Adult Member, Junior Member and Associate Member will pay the Company an annual membership fee. The membership fee is payable on or before the first day of each Membership Year.

33.2 Clubs, Adults, Juniors and Associates becoming Members during a Membership Year will pay, within twenty eight days of becoming a Member, the full annual fee regardless of when during the year they apply for membership.

33.3 Annual membership fees shall be due by any Club Member, Adult Member, Junior Member or Associate Member who has not had his membership terminated in accordance with Article 34.

33.4 The annual membership fee level will be set at the Company's annual general meeting.

33.5 Honorary Life Memberships are perpetual and only end when a termination event occurs in accordance with Article 34. Honorary Life Members are not required to pay an annual membership fee but are obliged to contribute the sum of £1 to the assets of the Company in accordance with Article 3.

33.6 All Members must abide by, and adhere to, all Company policies, procedures and Board decisions. Should the circumstances referred to in Article 34.3 arise, in the opinion of the Board, in relation to any Member, then the Board may terminate its membership in accordance with Article 34.

34 TERMINATION OF MEMBERSHIP

34.1 The Company can terminate the membership of any Club Member, Adult Member, Junior Member or Associate Member if their membership fee is overdue by at least twenty eight days after a reminder notice has been sent. The reminder notice must inform the Member that the membership may be terminated if their membership fee is not paid within the required twenty eight day period.

34.2 A Member may withdraw from membership of the Company by giving twenty eight days' notice to the Secretary in writing.

34.3 Any membership can be terminated by the Company, with immediate effect, if the Board believes the Member:

- (a) has not adhered to or abided by any Company policy, procedure or decision;
- (b) has done, or omitted to do, any act or thing, which has brought or may bring the sport of Target Shooting into disrepute; or

- (c) has done, or omitted to do, any act or thing, which has resulted and/or may result in a prejudicial outcome to the Company.

The termination notice must be issued to the Member in writing and clearly state the reason, or reasons, why their membership has been terminated.

34.4 Members who have been issued a termination notice have seven days to appeal the notice. If an appeal notice is submitted it will be considered by the Appeal Committee. The Appeal Committee must meet within twenty one days of the Company receiving an appeal notice to consider the appeal or the termination notice will lapse and cannot be reissued for twelve calendar months. Following the Appeal Committee's recommendation to the Board the Board must inform the appellant, in writing, within seven days as to the outcome of their appeal. Should the decision of the Board following the Appeal Committee be unacceptable to the appellant the Company will abide by the decision of an arbiter provided by Sports Resolutions (UK).

34.5 Any membership can be terminated if the Board is of the opinion that it is not in the best interests of the Company that a Member continues in membership. In such a case the Board may convene a general meeting of the Company and by ordinary resolution the Member in question can be removed. The terminated Member cannot reapply for re-admittance to the Company for twenty four calendar months following the general meeting which ended their membership.

34.6 On termination of the membership of any Member, no refund of the annual membership fee will be made by the Company to the Member in question.

34.7 An Honorary Life Membership ends when the Honorary Life Member dies or the Company terminates his membership by use of the provisions contained within Article 34.

34.8 A person's Membership will end if that Member dies or ceases to exist.

35 **ANNUAL GENERAL MEETINGS**

35.1 The Company must hold an annual general meeting each year. The annual general meeting must take place no later than 6 months after the financial year end of the Company. All other meetings of the Company, other than the annual general meeting, shall be called general meetings.

35.2 Adult Members, Junior Members, Honorary Life Members and Club Members can raise resolutions for consideration at annual general meetings and any other general meeting.

36 **NOTICES OF GENERAL MEETINGS**

36.1 Notices for a general meeting will be issued by the Secretary at least twenty one days in advance of the meeting. Notices will be sent to;

- (a) all Club Member secretaries;
- (b) all Adult Members;

- (c) all Junior Members;
- (d) all Honorary Life Members;
- (e) all Associate Members
- (f) the nominated **sportscotland** representative; and
- (g) each Director.

36.2 The twenty one day notice period does not include the date on which the notice is served, or deemed to be served, or the day on which the meeting is scheduled to take place.

36.3 The notice must specify:

- (a) the place, the day and the time of the general meeting; and
- (b) the general nature of the business to be dealt with at the meeting.

36.4 Only items of business notified in writing to the Secretary at least twenty eight days prior to a general meeting will be considered at a general meeting except with the consent of the Chair, whom failing the chair of the general meeting if that is not the Chair.

36.5 The accidental omission to give notice of a general meeting or the non-receipt of a notice by any person entitled to receive a notice will not invalidate any proceedings held at a general meeting.

37 **REQUISITIONING A GENERAL MEETING**

37.1 A general meeting can be requisitioned, if put in writing to the Secretary, and signed by either;

- (a) the Chair; or
- (b) not fewer than the lesser of one hundred Adult Members, Junior Members, Honorary Life Members and/or Club Members or such number as represents 5% of all such Members.

38 **BUSINESS AT ANNUAL GENERAL MEETINGS**

38.1 The ordinary business of an annual general meeting shall consist of;

- (a) apologies for absence;
- (b) approval of the minutes from previous year's annual general meeting;
- (c) matter arising from previous year's annual general meeting;
- (d) presentation and adoption of annual report from the Chair;
- (e) presentation and adoption of annual report from the Secretary;

- (f) presentation of the Company's accounts;
- (g) election of Directors;
- (h) appointment of Accountant; and
- (i) confirmation of annual membership fees.

38.2 No other business shall be considered by the annual general meeting unless notice of the business to be raised has been received by the Secretary not less than twenty eight days prior to the meeting, except with the consent of the Chair, whom failing the chair of the general meeting if that is not the Chair.

39 **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

39.1 Any Member is able to exercise the right to speak at a general meeting when that Member is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting.

39.2 The Board may at its sole discretion make whatever arrangements they consider appropriate to enable attendance at a general meeting, including but not limited to attendance by video conferencing or conference call facilities.

39.3 A representative from **sportscotland** is eligible to attend and speak at general meetings but is not permitted to vote or propose any form of resolution.

40 **QUORUM FOR GENERAL MEETINGS**

40.1 No business shall be transacted at any general meeting unless a quorum is present. The quorum will be such number as represents five percent (5%) of all Adult Members, Junior Members, Honorary Life Members and Club Members of the Company, present in person or by proxy.

41 **CHAIRING GENERAL MEETINGS**

41.1 The Chair shall preside as chair at every general meeting. If there is no Chair at the time of the general meeting, or if he is not present within fifteen minutes after the appointed general meeting start time, the Business Vice Chair shall chair the general meeting. If there is no Chair or Business Vice Chair at the time of the general meeting, or if they are not present within fifteen minutes after the appointed general meeting start time, the Sport Vice Chair shall chair the general meeting. If the Chair, Business Vice Chair or Sport Vice Chair are not present within fifteen minutes after the appointed general meeting start time the Directors present shall elect one of their number to be chair of the general meeting.

41.2 If at any general meeting no Director is willing to act as chair or if no Director is present within fifteen minutes after the time appointed for holding the general meeting the voting Members present shall choose one of their number to be chair of the general meeting.

41.3 The person chairing a meeting in accordance with this Article is referred to as "the chair of the meeting".

42 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 42.1 Directors may attend and speak at general meetings.
- 42.2 The chair of the meeting may permit other persons who are not Club Members, Adult Members, Junior Members Honorary Life Members or Associate Members to attend and speak at a general meeting.

43 ADJOURNMENT

- 43.1 If within half an hour from the time appointed for the general meeting a quorum is not present the general meeting must adjourn to the same day, venue and time the following week or to such other day, venue and time as the chair of the meeting determines.
- 43.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 43.3 The chair of the meeting must adjourn a general meeting if directed to do so by a majority of the voting Members in attendance.
- 43.4 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 43.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

44 VOTING: ORDINARY RESOLUTION

- 44.1 An ordinary resolution put to a quorate general meeting must be supported by over half of eligible votes cast at the meeting, either in person or by proxy. The vote will be decided through a show of hands unless a poll is duly demanded in accordance with these Articles. In the event of a tie, the chair does not have a second or casting vote and the resolution is not passed.

45 VOTING: SPECIAL RESOLUTION

- 45.1 A special resolution put to a general meeting must be supported by three quarters or more of eligible votes cast at the meeting, either in person or by proxy, to be passed assuming the

meeting is quorate. The vote will be decided through a show of hands unless a poll is duly demanded in accordance with these Articles.

45.2 The voting eligibility, structure and all other terms for voting on special resolutions shall remain the same as for general resolutions outlined in Article 32.

46 **ERRORS AND DISPUTES**

46.1 No objection may be raised to the qualification of any person voting at a general 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.

46.2 Any such objection must be referred to the chair of the meeting whose decision is final.

47 **POLL VOTES**

47.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general 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.

47.2 A poll may be demanded by:

- (a) the chair of the meeting;
- (b) any Director;
- (c) five or more Members having the right to vote on the resolution; or
- (d) Members representing one tenth of the total voting rights.

47.3 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.

47.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

48 **CONTENT OF PROXY NOTICES**

48.1 Proxies may only validly be appointed by an Adult Member, Junior Member, Honorary Life Member or Club Member by notice in writing (a "**proxy notice**") which:

- (a) states the name of the Member appointing the proxy;
- (b) identifies the Adult Member, Junior Member or Honorary Life Member appointed to be the Member's proxy and the general meeting in relation to which that person is appointed;

(c) is in accordance with any instructions contained in the notice of the general meeting to which they relate.

48.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

48.3 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 more resolutions.

48.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the Member appointed under it as a proxy discretion as to how to vote on procedural resolutions put to the meeting; and

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

49 DELIVERY OF PROXY NOTICES

49.1 Any notice of a general meeting must specify the address ("**Proxy Notification Address**") at which the Company will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

49.2 A Member who is entitled to vote (either on a show of hands or on a poll) at a general 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 on behalf of that Member.

49.3 Subject to Articles 49.4 and 49.5, a proxy notice must be delivered to a Proxy Notification Address not less than 48 hours before the general meeting or the adjourned meeting to which it relates. A proxy notice which is not delivered in such manner shall be invalid.

49.4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

49.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered at the meeting at which the poll was demanded to the chair of the meeting.

49.6 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 Member by whom or on whose behalf the proxy notice was given.

49.7 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.

50 **AMENDMENTS TO RESOLUTIONS**

- 50.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a Member entitled to vote at the general meeting at which it is to be proposed not less than forty eight 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.
- 50.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chair of the meeting proposes the amendment at the general 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.
- 50.3 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.

51 **AMENDMENTS TO THE COMPANY'S ARTICLES OF ASSOCIATION**

- 51.1 Amendments to the Company's Articles of Association can only be made by special resolution, submitted to a general meeting and passed in accordance with Article 45.

52 **MEANS OF COMMUNICATION TO BE USED**

- 52.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act 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.
- 52.2 Subject to these 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.
- 52.3 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 forty eight hours.

53 **COMPANY SEALS**

- 53.1 Notwithstanding the provisions of the Companies Acts any common seal may only be used by the authority of the Directors.

- 53.2 The Directors may decide by what means and in what form any common seal is to be used.
- 53.3 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.
- 53.4 For the purposes of this Article, an authorised person is:
- (a) any Director of the Company;
 - (b) the Company Secretary (if any); or
 - (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

54 **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

- 54.1 Except as provided by law or authorised by the Board 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.

55 **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

- 55.1 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) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

56 **AUDITORS**

- 56.1 Auditors of the Company shall be appointed if required or so determined by the directors and their duties regulated in accordance with the Act.

57 **INDEMNITY**

- 57.1 A relevant Director of the Company shall be indemnified out of the Company's assets against any liability incurred by that Director acting in good faith in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or associated company.
- 57.2 A relevant Director of the Company may be indemnified out of the Company's assets against any other liability incurred by that Director as an officer of the Company or an associated Company.
- 57.3 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.
- 57.4 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.

58 **INSURANCE**

58.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

58.2 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.

59 **DISSOLUTION**

59.1 Dissolution of the Company can only be approved by special resolution carried out in accordance with Article 45.

59.2 Members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid or provision has been made for them shall, on or before the dissolution of the Company be applied or transferred in any of the following ways:

- (a) to another body with objects similar to the Company; or
- (b) to another body, the objects of which are the promotion of Target Shooting and anything incidental or conducive thereto whether or not the body is a member of the Company.

60 **INAUGURAL PERIOD**

60.1 It is acknowledged that upon incorporation, the Directors of the Company are those individuals who are members of the Council Executive (as defined in the Constitution of the STSF) at the date of incorporation of the Company and as such, notwithstanding the provisions of Articles 21, 23 and 28.1, during the Inaugural Period the Board shall comprise of:

- (a) an independent Chair, being the Chair for the time being of STSF;
- (b) a Sport Vice Chair, being the Vice Chair for the time being of STSF;
- (c) a Business Vice Chair, being the Honorary Secretary for the time being of STSF;

- (d) a Finance & Fundraising Director, being the Honorary Treasurer for the time being of STSF; and
- (e) a Company Secretary, being the National Development Manager for the time being of STSF.

- 60.2 Notwithstanding the provisions of Article 21.1, 23.1 and 23.3, during the Inaugural Period the Board shall be restricted to those individuals who were Directors as at the date of incorporation of the Company.
- 60.3 All individuals who serve as a Director during the Inaugural Period who wish to continue as a Director after the Inaugural Period must stand for re-election to the Board at the annual general meeting of the Company held in 2016. The period of service as a Director of any such individual during the Inaugural Period shall not count towards the number of consecutive terms or consecutive years referred to in Articles 24.1, 24.3, 24.4, 25.1(b) or 25.1(c). Article 25.1(k) shall not apply in respect of any such individual during the Inaugural Period.
- 60.4 Notwithstanding Articles 12.1 and 14.1, during the Inaugural Period, the Directors shall not be obliged to meet as a Board on more than one occasion.
- 60.5 During the Inaugural Period the quorum for any such meeting of the Board shall not be less than three Eligible Directors.
- 60.6 During the Inaugural Period, the objectives of the Company shall not include the objective referred to in Article 4.1(f), unless and until the Company (in lieu of STSF) is recognised by the national agency for sport in Scotland (being at the time of incorporation of the Company, **sportscotland**) as the governing body for the sport of Target Shooting in Scotland.
- 60.7 During the Inaugural Period, no Association Management Groups may be formed.
- 60.8 During the Inaugural Period, Articles 30.1, 30.2 and 33 (other than Article 33.6) shall not apply in respect of those individuals who were Members as at the date of incorporation of the Company.
- 60.9 During the period from and after the date of incorporation of the Company until 1st January 2016, no Members may be admitted to the Company. This Article 60.9 shall not apply in respect of those individuals who were Members as at the date of incorporation of the Company.
- 60.10 From and after the expiry of the Inaugural Period, this Article 60 shall cease to have effect.