Company number SC298505

The Companies Acts 1985, 1989 and 2006

Private Company Limited by Guarantee and not having a Share Capital

---

Articles of Association

of

Scottish Volleyball Association ("Scottish Volleyball")

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

"**Act**" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

"**Articles**" means the articles of association of Scottish Volleyball for the time being in force;

"**Board**" means the board of directors of Scottish Volleyball;

"**Chairperson**" means the chairperson of the Board;

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

"**Commissions**" means commissions of Scottish Volleyball established by the Board pursuant to article 17;

"**Conflict**" means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of Scottish Volleyball;

"**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 be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 21, any director whose vote is not to be counted in respect of the particular matter);

"**General Secretary**" means the company secretary of Scottish Volleyball or any other person appointed to perform the duties of the company secretary of Scottish Volleyball, including a joint, assistant or deputy secretary;

"**Interested Director**" has the meaning given in article 21.1;

"**member**" has the meaning given in section 112 of the Act;

"**Model Articles**" means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

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

"**participate**" has the meaning given in article 22 in relation to a Board meeting;

"**proxy notice**" has the meaning given in article 13.1;

"**relevant loss**" has the meaning given in article 28.4.2;

"**relevant officer**" has the meaning given in article 28.4.3;

"**special resolution**" has the meaning given in section 283 of the Act;

"**subsidiary**" has the meaning given in section 1159 of the Act;

"**Team**" means any team, belonging to a Club Member, that is registered to

participate in any volleyball competition organised by Scottish Volleyball; 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.

1.2 Save as otherwise specifically provided in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.5.1 any subordinate legislation from time to time made under it; and

1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall not apply to Scottish Volleyball.

2 The company

2.1 The name of Scottish Volleyball is "Scottish Volleyball Association".

2.2 Scottish Volleyball's registered office is to be situated in Scotland.

2.3 The liability of the members is limited.

2.4 Scottish Volleyball's objects are:

2.4.1 to act as the governing body in Scotland of the sport of volleyball;

2.4.2 to uphold and enforce in Scotland the Rules and Regulations of volleyball as published by the International Volleyball Federation and, where appropriate, the World Organisation of Volleyball for the Disabled;

2.4.3 to promote the growth and general welfare of volleyball in Scotland;

2.4.4 to organise district, national and international volleyball matches;

2.4.5 to select representative teams to compete in volleyball competitions and matches;

2.4.6 to observe the general and fundamental principles of the Olympic charter;

2.4.7 to affiliate to the International Volleyball Federation, the European Volleyball Federation, the British Volleyball Federation, the British Olympic Association and such other bodies as may from time to time be expedient; and

2.4.8 generally to protect and further the interests of volleyball in Scotland.

3 Powers

3.1 In pursuance of the objects set out in article 2.4, Scottish Volleyball has the power to:

3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of Scottish Volleyball;

3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on Scottish Volleyball's property and assets;

3.1.3 invest and deal with the funds of Scottish Volleyball not immediately required for its operations in or upon such investments, securities or property as may be thought fit;

3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as Scottish Volleyball may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of Scottish Volleyball and to contract with any person, firm or company to pay the same;

3.1.8 enter into contracts to provide services to or on behalf of other bodies;

3.1.9 provide and assist in the provision of money, materials or other help;.

3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

3.1.11 incorporate subsidiary companies to carry on any trade; and

3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.4.

4 Not for distribution

4.1 The income and property of Scottish Volleyball shall be applied solely in promoting the objects of Scottish Volleyball as set out in article 2.4.

4.2 No dividends or bonus may be paid or capital otherwise returned to the members, provided that nothing in these Articles shall prevent any payment in good faith by Scottish Volleyball of:

4.2.1 reasonable and proper remuneration to any member, officer or servant of Scottish Volleyball for any services rendered to Scottish Volleyball;

4.2.2 any interest on money lent by any member or any director at a reasonable and proper rate;

4.2.3 reasonable and proper rent for premises demised or let by any member or director; or

4.2.4 reasonable out-of-pocket expenses properly incurred by any director.

5 Winding up

5.1 On the winding-up or dissolution of Scottish Volleyball, any assets or property that remains available to be distributed or paid to the members shall not be paid or distributed

to such members but shall be transferred to another body (charitable or otherwise):

5.1.1 with objects similar to those of Scottish Volleyball; and

5.1.2 which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the members at the time of winding-up or dissolution.

6 Guarantee

6.1 The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of Scottish Volleyball in the event of its being wound up while they are a member or within one year after they cease to be a member, for:

6.1.1 payment of Scottish Volleyball's debts and liabilities contracted before they cease to be a member,

6.1.2 payment of the costs, charges and expenses of the winding up, and

6.1.3 adjustment of the rights of the contributories among themselves.

7 Members

7.1 The subscribers to Scottish Volleyball's memorandum of association and such other persons as are admitted to membership in accordance with these Articles shall be members of Scottish Volleyball.

7.2 There shall be the following categories of members, namely:

7.2.1 Club Members: Club Membership shall be available to volleyball clubs based in Scotland or elsewhere at the discretion of the Board.

7.2.2 Individual Members: Individuals who are 16 years of age or over at the start of a season, and such members may be either annual members or life members.

7.2.3 Honorary Members: Individuals as shall have Honorary Membership conferred upon them by the General Secretary on the recommendation of the Board.

7.2.4 Junior Members: Individuals who are under 16 years of age at a start of a season.

7.2.5 Group Members: Schools or other bodies in Scotland who play volleyball but are not primarily volleyball clubs.

7.3 All applications for membership shall be submitted in writing to the General Secretary in such form as may be prescribed from time to time by the Board. The Board will consider an application at the next appropriate meeting of the Board following receipt of the application. The Board shall have the discretion to grant, defer or refuse membership without stating any reason for its decision. No person shall become a member of Scottish Volleyball unless the Board have approved the application.

7.4 Notwithstanding the provisions of article 7.3, membership is open to all and no application for membership will be refused on other than reasonable grounds. There will be no discrimination on grounds of age, disability, gender, gender reassignment, marriage, civil partnership, pregnancy, maternity, race, religion or belief, sex, sexual orientation, political or other opinion.

7.5 A member may resign their membership at any time by giving 7 days' notice by way of written intimation of resignation to the General Secretary and in the event that a member resigns less than 30 days prior to Scottish Volleyball's year end the full subscription for the following year shall be due notwithstanding such resignation.

7.6 A person's membership terminates when that person dies or ceases to exist.

7.7 Each category of member will be liable to pay such annual subscription or other levy as the Board may from time to time determine.

7.8 The rights and obligations of membership shall not be transferable.

8 Expulsion of members

8.1 The Board may terminate the membership of any member without their consent by giving them written notice if, in the reasonable opinion of the Board:

8.1.1 they are guilty of conduct which has or is likely to have a serious adverse effect on Scottish Volleyball or bring Scottish Volleyball or any or all of the members and the Board into disrepute; or

8.1.2 they have acted or have threatened to act in a manner which is contrary to the interests of Scottish Volleyball as a whole; or

8.1.3 they have has allowed their annual subscription to remain in arrears for a period of one year; or

8.1.4 they have failed to observe the terms of these Articles, rules or bye-laws; or

8.1.5 without prejudice to any of the foregoing terms of this article 8.1, it is appropriate to approve the recommendation of a Disciplinary Committee to terminate that member's membership.

Following such termination, the member shall be removed from the Register of Members by the General Secretary.

8.2 The notice to the member must give the member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The Board must consider any representations made by the member and inform the member of their decision following such consideration. There shall be no right to appeal from a decision of the Board to terminate the membership of a member.

8.3 A member whose membership is terminated under this article 8 shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to Scottish Volleyball any subscription or other sum owed by them.

9 General meetings

The Board may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting within 21 days from the date of the requisition for a date not later than 28 days after the date of the notice convening the meeting. If there are not within Scotland sufficient members of the Board to call a general meeting, any director of Scottish Volleyball may call a general meeting.

10 Notice of general meetings

10.1 A general meeting shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by members representing not less than 90% of total voting rights of all the members.

10.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

10.3 Subject to the provisions of these Articles, the notice shall be given to all the members, and to the directors and the auditors.

10.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

11 Proceedings at general meetings

11.1 No business other than the appointment of the chair of the meeting shall be transacted at any meeting unless a quorum is present. Twenty persons entitled to vote upon the business to be transacted, each being a member present in person or by proxy, shall be a quorum.

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

11.3 A person is able to exercise the right to vote at a general meeting when:

11.3.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

11.3.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

11.4 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

11.5 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

11.6 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

11.7 The Chairperson, or, in the Chairperson's absence, the President or some other director nominated by the Board shall preside as chair of the meeting, but if none of the Chairperson, President or such director be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chair of the meeting and, if there is only one director present and willing to act, such director shall be chair of the meeting.

11.8 If no director is willing to act as chair of the meeting, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chair of the meeting.

11.9 Directors shall be entitled to attend and speak at any general meeting and at any separate meeting of any class of members of Scottish Volleyball, whether or not they are members. The chair of the meeting may permit other person who are not members of Scottish Volleyball to attend and speak at a general meeting.

11.10 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

11.11 The chair of the meeting may adjourn a general meeting at which a quorum is present if 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.

11.12 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place either specified by the chair of the meeting or stated to be continued at a time and place to be fixed by the Board, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given to the same persons to whom notice of Scottish Volleyball's general meetings is required to be given, specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

11.13 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.

11.14 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

11.14.1 notice of the proposed amendment is given to Scottish Volleyball in writing by a person entitled to vote at the general 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

11.14.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

11.15 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

11.15.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

11.15.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

11.16 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair of the meeting's error does not invalidate the vote on that resolution.

11.17 A poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote, or 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.

11.18 A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is duly demanded in accordance with these Articles. Subject to the provisions of the Act, a poll may be demanded:

11.18.1 by the chair of the meeting; or

11.18.2 by the Board;

11.18.3 by two or more persons having the right to vote on the resolution; or

11.18.4 by a member or members representing not less than 10% of the total voting rights of all the members having the right to vote on the resolution.

11.19 Unless a poll is duly demanded a declaration by the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.20 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

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

11.22 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote the chair of the meeting may have, but only if the chair of the meeting is the Chairperson.

11.23 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.

12 Votes of members

12.1 Every member who is an Individual Member present at a general meeting in person (or by proxy) shall have one vote. Group Members present at a general meeting represented by a duly authorised representative (or by proxy) shall have one vote. The total number of votes that may be cast by a Club Member present at a general meeting represented by a duly authorised representative (or by proxy) shall be equal to the total number of the relevant Club Member's playing Teams that season. Every person may only exercise a vote in one capacity and may not represent more than one Club Member or Group Member (other than by way of proxy).

12.2 No member shall vote at any general meeting or at any separate meeting of the holders of any class of membership in Scottish Volleyball unless all monies payable by the member, or by the Club Member or Group Member that the person represents, have been settled.

12.3 No objection shall 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 shall be valid. Any objection made in due time must be referred to the chair of the meeting whose decision shall be final and conclusive.

13 Proxies

13.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:

13.1.1 states the name and address of the member appointing the proxy;

13.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

13.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

13.1.4 is delivered to Scottish Volleyball in accordance with these Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the Board, in their discretion, accept the notice at any time before the meeting.

13.2 Scottish Volleyball may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

13.3 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.

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

13.4.1 allowing a person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

13.4.2 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.

13.5 A person who is entitled to attend, speak or 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 Scottish Volleyball by or on behalf of that person.

13.6 An appointment under a proxy notice may be revoked by delivering to Scottish Volleyball a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

13.7 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.

13.8 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 executed it on the appointer's behalf.

14 Directors

14.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be more than twelve but shall not be less than three.

14.2 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 by an ordinary resolution of Scottish Volleyball in general meeting or by a decision of the Board.

14.3 The directors of Scottish Volleyball shall comprise:

14.3.1 the President appointed from amongst the Board by an ordinary resolution of Scottish Volleyball in general meeting;

14.3.2 the Chief Executive Officer;

14.3.3 up to six persons appointed by the Board from amongst the members of Scottish Volleyball; and

14.3.4 up to three independent persons appointed by the Board who are not members of Scottish Volleyball.

14.4 The directors, other than the Chief Executive Officer but including the President and the Vice-President, will be appointed for a period of four years, and shall be entitled to stand for re-election by an ordinary resolution of Scottish Volleyball in general meeting, or, in the case of directors appointed by the Board in accordance with article 14.3.4 re-appointment by the Board, not more than once, so that no person shall serve as a director of Scottish Volleyball for a period of more than eight consecutive years, unless the members otherwise decided by ordinary resolution to extend a person's term as a director by up to one additional year only.

14.5 Each director, other than the Chief Executive Officer, who has served eight (or where extended in accordance with article 14.4, nine) consecutive years as a director may not stand for re-election for at least two years from the end of their tenure as a director.

14.6 The Chief Executive Officer will be appointed as a director of Scottish Volleyball for the duration of but not as a condition of their contract of employment with Scottish Volleyball.

14.7 The quorum at any meeting of the Board shall be 50% of the Eligible Directors. At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

14.8 For the purposes of any meeting (or part of a meeting) held pursuant to article 21 to authorise a Conflict, if there are not enough Eligible Directors in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be those Eligible Directors.

14.9 If the total number of directors in office for the time being is less than three, the directors

must not take any decision other than a decision:

14.9.1 to appoint further directors; or

14.9.2 to call a general meeting so as to enable the members to appoint further directors.

15 Powers of Board

15.1 Subject to the provisions of the Act, these Articles and to any directions given by a special resolution, the business of Scottish Volleyball shall be managed by the Board who may exercise all the powers of Scottish Volleyball.

15.2 The members may, by special resolution, direct the Board to take, or refrain from taking, specified action.

15.3 No such special resolution invalidates anything which the Board has done before the passing of the resolution.

16 Delegation of Board's powers

16.1 The Board may delegate any of their powers:

16.1.1 to such person;

16.1.2 to such committee (provided the same includes one or more directors);

16.1.3 by such means (including by power of attorney);

16.1.4 to such an extent;

16.1.5 in relation to such matters or territories; and

16.1.6 on such terms and conditions,

as they think fit. Any such delegation may be made subject to any conditions the Board may impose, and may be revoked or altered, subject to which any such committees 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.

16.2 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

16.3 Rules and/or bye-laws will be made by Board from time to time governing election to committees, the scope of their remit and the procedures to be adopted by them. Any rules of procedure for all or any committees shall prevail over rules derived from these Articles if they are not consistent with them.

17 Commissions

17.1 Scottish Volleyball (acting through the Board) may establish or discontinue Commissions to assist in the efficient management of the affairs of Scottish Volleyball.

17.2 Rules and/or bye-laws will be made by Board from time to time governing election to Commissions, the scope of their remit and the procedures to be adopted by them.

18 Disqualification and Removal of Directors

18.1 A person ceases to be a director if:

18.1.1 the person becomes be prohibited by law from being a director; or

18.1.2 Scottish Volleyball in general meeting resolves by ordinary resolution to remove the director from office by virtue of section 168 of the Act or the person ceases to be a director by virtue of any other provision of the Act;

18.1.3 the person becomes bankrupt or makes any arrangement or composition with their creditors generally; or

18.1.4 a registered medical practitioner who is treating that person gives a written opinion to Scottish Volleyball stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or

18.1.5 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; or

18.1.6 notification is received by Scottish Volleyball from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or

18.1.7 the person fails to attend or does not intimate an apology for absence or non-attendance at three or more successive Board meetings; or

18.1.8 at least three quarters of the Board resolve to remove the director[TT1].

19 Directors' remuneration

19.1 Directors may undertake any services for Scottish Volleyball that the Board decides.

19.2 Directors are entitled to such remuneration as the Board determines:

19.2.1 for their services to Scottish Volleyball as directors; and

19.2.2 for any other service which they undertake for Scottish Volleyball.

19.3 Subject to these Articles, a director's remuneration may:

19.3.1 take any form; and

19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

19.4 Unless the Board decides otherwise, directors' remuneration accrues from day to day.

19.5 Unless the Board decides otherwise, directors are not accountable to Scottish Volleyball for any remuneration which they receive as director or other officers or employees of Scottish Volleyball's subsidiaries or of any other body corporate in which Scottish Volleyball is interested.

20 Remuneration of directors and the General Secretary

Subject to articles 4.2 and 19, directors shall be unpaid but directors and the General Secretary may be paid all travelling, hotel, and other expenses reasonably and properly incurred by them in connection with their attendance at Board meetings, Board committee meetings or general meetings of Scottish Volleyball or otherwise in connection with the exercise of their powers and the discharge of their duties and responsibilities in relation to Scottish Volleyball.

21 Directors' conflicts of interest

21.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict 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.

21.2 Any authorisation under this article 21 shall be effective only if:

21.2.1 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;

21.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

21.2.3 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.

21.3 Any authorisation of a Conflict under this article 21 may (whether at the time of giving the authorisation or subsequently):

21.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

21.3.2 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;

21.3.3 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;

21.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

21.3.5 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 Scottish Volleyball) information that is confidential to a third party, he shall not be obliged to disclose that information to Scottish Volleyball, or to use it in relation to Scottish Volleyball's affairs where to do so would amount to a breach of that confidence; and

21.3.6 permit the Interested Director to absent themself 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.

21.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

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

21.6 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 Scottish Volleyball for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by Scottish Volleyball 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.

21.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with Scottish Volleyball:

21.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with Scottish Volleyball or in which Scottish Volleyball is otherwise (directly or indirectly) interested;

21.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which they are interested;

21.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;

21.7.4 may act by themself or their firm in a professional capacity for Scottish Volleyball (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;

21.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which Scottish Volleyball is otherwise (directly or indirectly) interested; and

21.7.6 shall not, save as they may otherwise agree, be accountable to Scottish Volleyball for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

21.8 For the purposes of this article, references to proposed decisions, decision-making processes and resolutions include any Board meeting or part of a Board meeting.

21.9 Subject to article 21.10 below, if a question arises at a Board meeting or at a Board

committee meeting as to the right of a director to participate in the meeting (or part of the meeting) for voting and 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 of the meeting is to be final and conclusive.

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

22 Proceedings of the Board

22.1 Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. Subject to these Articles, the Board may make any rule which its thinks fit about how the Board takes decisions, and about how such rules are to be recorded or communicated to directors.

22.2 A director may, and the General Secretary at the request of a director shall, call a meeting of the Board. Notice of any Board meeting (which need not be in writing) must indicate its proposed date and time, where it is to take place and, 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. It shall not be necessary to give notice of a meeting to a director who is absent from Scotland.

22.3 Notice of a Board meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to Scottish Volleyball not more than 7 days after the date on which the meeting was 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.

22.4 The Chairperson shall be elected by the Board from amongst their number to chair their meetings and the Board may terminate the Chairperson's appointment at any time.

22.5 The continuing directors or a sole director may act notwithstanding any vacancies in their number, but, if the number of members of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

22.6 The Chairperson shall preside at every meeting of the Board at which the Chairperson is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to be the chair of the meeting.

22.7 Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

22.7.1 the meeting has been called and takes place in accordance with these Articles, and

22.7.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

22.8 In determining whether directors are participating in a directors' meeting, it is irrelevant

where any director is or how they communicate with each other.

22.9 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.

22.10 The general rule about decision-making by the Board is that any decision of the Board must be either a majority decision at a meeting or decision taken in accordance with article 22.12. In the case of an equality of votes, the chair of the meeting shall have a second or casting vote, but only if the chair of the meeting is the Chairperson.

22.11 All acts done by the Board, or of a Board committee, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

22.12 A resolution in writing signed by all directors entitled to receive notice of and vote at a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a Board meeting or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more directors.

22.13 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which the director is not entitled to vote.

22.14 Scottish Volleyball may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a Board meeting or of a committee of the Board.

22.15 If a question arises at a Board meeting or of a committee of the Board as to the right of a director or committee member to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and the chair of the meeting's ruling in relation to any director or committee member other than the chair of the meeting shall be final and conclusive.

23 General Secretary

Subject to the provisions of the Act, the General Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as the Board may think fit and from time to time remove such person and, if the Board so decide, appoint a replacement, in each case by a decision of the Board.

24 Minutes

24.1 The Board shall cause minutes to be made in books kept for the purpose:

24.1.1 of all appointments of directors; and

24.1.2 of all proceedings at meetings of Scottish Volleyball, and of the Board, and of committees of the Board, including the names of the directors present at each such meeting,

for at least 10 years from the date of the decision recorded.

24.2 Where decisions of the Board are taken by electronic means, such decisions shall be

recorded by the Board in permanent form, so that they may be read with the naked eye.

25 Accounts

No member shall (as such) have any right of inspecting any accounting records or other books or documents of Scottish Volleyball except as conferred by statute or authorised by the Board or by ordinary resolution of Scottish Volleyball.

26 Notices

26.1 Subject to these Articles, anything sent or supplied by or to Scottish Volleyball 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 the Act to be sent or supplied by or to Scottish Volleyball.

26.2 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.

26.3 A director may agree with Scottish Volleyball 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.

26.4 A member present at any meeting of Scottish Volleyball shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

27 Administrative arrangements

The Board may decide to make provision for the benefit of persons employed or formerly employed by Scottish Volleyball or any of it 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 Scottish Volleyball or that subsidiary.

28 Indemnity and Insurance

28.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of Scottish Volleyball shall be indemnified out of the assets of Scottish Volleyball against any liability incurred by such person in defending any proceedings, whether civil or criminal, in which judgement is given in such person's favour or in which such person is acquitted or in connection with any application in which relief is granted to such person by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of Scottish Volleyball.

28.2 This article 28 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

28.3 The Board may decide to purchase and maintain insurance, at the expense of Scottish Volleyball, for the benefit of any relevant officer in respect of any relevant loss.

28.4 In this article 28:

28.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;

28.4.2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to Scottish Volleyball or any associated company; and

28.4.3 a "**relevant officer**" means any director or other officer or former director or other officer of Scottish Volleyball or an associated company (excluding in each case any person engaged by Scottish Volleyball (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor).

29 Rules and Bye Laws

29.1 The Board shall have the power to make, amend, suspend and revoke rules and/or bye laws of Scottish Volleyball which will be binding on all members of Scottish Volleyball in respect of matters including, without limitation:

29.1.1 rules of competitions;

29.1.2 representative team selection and management;

29.1.3 discipline;

29.1.4 ethical matters;

29.1.5 doping control;

29.1.6 equal opportunities and anti-discrimination measures; and

29.1.7 any other aspect of the sport of volleyball and/or Scottish Volleyball.

29.2 If there is a conflict between the terms of these Articles and any rules and/or bye laws established under article 29.1, the terms of these Articles shall prevail.