

Company Number: SC278850

**The Companies Act 2006**  
**Private Company Limited by Guarantee**  
**Articles of Association of**  
**Weightlifting Scotland (the "Company")**

(adopted by a special resolution of the Company passed on 2023)

**1 Defined terms and Interpretation:**

1.1 In the Articles, unless the context requires otherwise:

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

**"address"** has the meaning given in section 1148 of the Act;

**"Affiliated British Weightlifting Club"** means any club which is recognised by the British Weight Lifters' Association Ltd as an affiliated club, such information being available on the British Weight Lifters' Association Ltd's website from time to time;

**"Annual General Meeting"** has the meaning given in article 28.3;

**"Articles"** means the Company's articles of association;

**"Board"** means the board of directors of the Company appointed pursuant to article 21 from time to time;

**"Business Day"** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which banks in Edinburgh are generally open for business;

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

**"Club Lifter (Adult)"** shall mean a member admitted to club membership of the Company in accordance with article 24.1.1;

**"Club Lifter (Junior)"** shall mean a member admitted to club membership of the Company in accordance with article 24.1.1;

**"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;

**"electronic means"** 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 that particular matter);

**"hard copy form"** has the meaning given in section 1168 of the Act;

**"Instrument"** means a document in hard copy form;

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

**"Ordinary Resolution"** has the meaning given in section 282 of the Act;

**"Proxy Notice"** has the meaning given in article 36.1;

**"Relevant Loss"** has the meaning given in article 45.2

**"Relevant Officer"** means any person who is or was at any time a director, secretary or other officer (except an auditor) of the Company;

**"Rules and Regulations"** has the meaning given in article 43.1;

**"Special Resolution"** has the meaning given in section 283 of the Act;

**"Sport"** has the meaning given in article 2.1.1;

**"Supporter"** shall mean a member admitted to club membership of the Company in accordance with clause 24.1.3;

**"Unattached Lifter"** shall mean a member admitted to club membership of the Company in accordance with clause 24.1.2; 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 The relevant model articles (within the meaning of section 20 of the Act) are excluded.

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

1.4 Except where the contrary is stated or the context otherwise requires, any reference in the Articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.

1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

## **2 Objects**

2.1 The objects for which the Company is established are:

- 2.1.1 to be the governing body for the sport of weightlifting (hereinafter called the "**Sport**") in Scotland;
- 2.1.2 to develop, promote and enhance the Sport and facilities for participation in the Sport in Scotland;
- 2.1.3 to provide services to individuals, clubs and other bodies with an interest in the Sport;
- 2.1.4 to liaise and co-operate with sportscotland, Commonwealth Games Scotland, British Weightlifting and any other body as deemed necessary for the furtherance of the Sport at local and national level;
- 2.1.5 to select and organise teams to represent Scotland in the Sport at international level;
- 2.1.6 to generally safeguard and protect and advance the interests of the Sport 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 in Scotland and the Company; and
- 2.1.7 to perform any role or take any action which is incidental to any or for purposes connected herewith.
- 2.2 In furtherance of the above objects, but not further or otherwise, the Company shall have the following powers:
  - 2.2.1 subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit;
  - 2.2.2 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit;
  - 2.2.3 to lend money and give credit to, to take security for such loans or credit from, and to guarantee or give security for the performance of contracts and obligations by, any person, firm or company;
  - 2.2.4 to subscribe for either absolutely or conditionally or otherwise acquire, hold, sell, deal with and dispose of shares, stocks, debentures, debenture stocks or other securities or obligations of any other company;
  - 2.2.5 to invest and deal with the moneys of the Company not immediately required for the furtherance of its objects in and upon such investments, securities or property as may be thought fit;
  - 2.2.6 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
  - 2.2.7 to sell, let, mortgage, dispose of or turn to accounts all or any of the property or assets of the Company with a view to furtherance of its objects;
  - 2.2.8 to employ and pay such architects, surveyors, solicitors and other professional persons, workman, clerks and other staff as are necessary for the furtherance of the objects of the Company;

- 2.2.9 to make payments towards insurance for any director, officer or auditor against any liability;
- 2.2.10 to subscribe to, become a member of, or amalgamate or cooperate with any other organisation, institution, society or body not formed or established for purposes of profit whose objects are wholly or in part similar to those of the Company and by its constitution prohibits the distribution of Its income and property amongst its members to an extent at least as great as imposed on the Company by virtue of article 3 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may be lawfully acquired or undertaken by the Company of any such organisation, institution, society or body;
- 2.2.11 to establish and support or aid the establishment and support of any trusts, associations or institutions and to subscribe or guarantee money for purposes in any way connected with or calculated to further any of the objects of the Company;
- 2.2.12 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, licenses, secret processes, trade marks, designs, protections, concessions and generally intellectual property or rights and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licenses or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- 2.2.13 to make, vary, amend, alter, maintain, impose and enforce the Rules and Regulations;
- 2.2.14 to do all or any of the things hereinbefore authorised either alone or in conjunction with any organisation, institution, society or body with which this Company is authorised to amalgamate; and
- 2.2.15 do all such other lawful things as are necessary for the attainment of the above objects or any of them, or any thing which is conducive or incidental to doing so.

### **3 Income**

- 3.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 2.
- 3.2 Except as provided below, no part of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or capital or otherwise by way of profit to any member. This shall not prevent any payment in good faith by the Company of:
  - 3.2.1 reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
  - 3.2.2 any interest on money lent by any member or any director at a reasonable and proper rate;
  - 3.2.3 reasonable and proper rent for premises demised or let by any member or director; or
  - 3.2.4 reasonable out-of-pocket expenses properly incurred by any director.

### **4 Winding up**

- 4.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid after provision has been made for all its debts and liabilities, shall not be paid or distributed to the members but shall be applied or transferred:
  - 4.1.1 directly for one or more of the Objects;
  - 4.1.2 to another body (charitable or otherwise) with objects similar to those of the Company, such body to be determined by the directors at the time of winding up or dissolution; or
  - 4.1.3 to another body (charitable or otherwise) for particular purposes falling within the objects similar to those set out in Article 2.1.
- 4.2 In the event that no resolution is passed by the directors in accordance with this article, the Company's remaining assets shall be applied for objects similar to the Company's objects as directed by a court of competent jurisdiction.

## **5 Liability of members**

- 5.1 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 its being wound up while he is a member or within one year after he ceases to be a member, for:
  - 5.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a member;
  - 5.1.2 payment of the costs, charges and expenses of winding up; and
  - 5.1.3 adjustment of the rights of the contributories among themselves.

## **6 Directors' general authority**

Subject to the Articles, the executive directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

## **7 Members' reserve power**

- 7.1 Subject to Article 7.1, the members may, by Special Resolution, 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.
- 7.3 Notwithstanding any other provision in these Articles, the directors shall not be obliged to take or refrain from taking any action or omission which is in contravention of any of the objects as set out in Article 2.1 or the Act.

## **8 Directors may delegate**

- 8.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
  - 8.1.1 to such person or committee;
  - 8.1.2 by such means (including by power of attorney);

- 8.1.3 to such an extent;
- 8.1.4 in relation to such matters or territories; and
- 8.1.5 on such terms and conditions,  
  
as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the Articles.
- 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, in their discretion revoke any delegation in whole or part, or alter its terms and conditions.
- 8.4 The terms of any delegation to a committee shall be recorded in the minute book.
- 8.5 All acts and proceedings of any committee shall be fully and promptly reported to the directors.

## **9 Committees**

- 9.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 9.2 A member of a committee need not be a director.
- 9.3 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.
- 9.4 The provisions of article 22 shall apply to committee members as far as they are applicable.

## **10 Directors to take decisions collectively**

- 10.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision of the Eligible Directors at a meeting or a decision taken in accordance with article 11.
- 10.2 Subject to Article 10.3, each director has one vote on each matter to be decided.
- 10.3 The co-opt directors and the non-executive directors shall not be entitled to vote on matters to be decided.

## **11 Unanimous decisions**

- 11.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

- 11.2 Such a decision may take the form of a resolution in writing signed by each Eligible Director (whether or not each signs the same document) 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 Calling a directors' meeting**

- 12.1 Any director may call a directors' meeting by giving a minimum of fourteen days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) to give such notice.
- 12.2 Notice of any directors' meeting must indicate:
  - 12.2.1 its proposed date and time;
  - 12.2.2 where it is to take place; and
  - 12.2.3 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.
- 12.3 Notice of a directors' meeting need not be in writing and must be given to each director.
- 12.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **13 Participation in directors' meetings**

- 13.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
  - 13.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 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 them is.

## **14 Quorum for directors' meetings**

- 14.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 14.2 Subject to article 14.3, the quorum for a directors' meeting may be fixed from time to time by a decision of directors and unless otherwise fixed, the quorum shall be more than fifty per cent (50%) of directors in office from time to time.

- 14.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for two (2) Business Days at the same time and place. The quorum for an adjourned directors' meeting will be those directors present at such meeting.
- 14.4 For the purposes of any meeting (or any part of a meeting) held pursuant to article 18 to authorise a director's conflict, if there is only one Eligible Director other than the interested director(s) concerned, the quorum for such meeting (or any part of the meeting) shall be one Eligible Director.
- 14.5 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 to:
- 14.5.1 appoint further directors; or
- 14.5.2 call a general meeting so as to enable the members to appoint further directors.

## **15 Chairing of directors' meetings**

- 15.1 Subject to Article 15.2, the chief executive officer appointed in accordance with article 21.2 shall chair directors' meetings.
- 15.2 If no director has been appointed as chief executive officer in accordance with article 21.2, or the chief executive officer is unwilling to chair the meeting or is not participating in a directors' meeting within ten (10) 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 numbers of votes for and against a proposal are equal, the chairperson or other director chairing the meeting has a casting vote.
- 16.2 But this does not apply if, in accordance with the Articles, the chairperson or other director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **17 Directors' Interests**

Except to the extent that article 18 applies or the terms of any authority given under that article otherwise provide, and without prejudice to such disclosure as is required under the Act, a director may be a party to, or otherwise interested in, any transaction or arrangement with the Company and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the Company.

## **18 Directors' conflicts of interest**

- 18.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 18.1, he would or might be in breach of his duty under the Act to avoid conflicts of interest, be or be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, (i) any undertaking which is a member of the Company or facilitates participation in the Sport; and/or (ii) any undertaking in the same group as the Company, or promoted by the Company or by any undertaking in the same group as the Company,



or in which the Company or any undertaking in the same group as the Company is otherwise interested.

18.2 No director shall:

18.2.1 by reason of his office, be accountable to the Company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 18.1 (and no such benefit shall constitute a breach of the duty under the Act not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);

18.2.2 be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 18.1; or

18.2.3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under article 18.1 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

18.3 A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

18.4 The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching his duty under the Act to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that:

18.4.1 such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the Articles, except that the director concerned and any other director with a similar interest:

18.4.1.1 shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration;

18.4.1.2 may, if the other directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and

18.4.1.3 shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if his vote had not been counted; and

18.4.2 where the directors give authority in relation to such a conflict:

18.4.2.1 they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned and any other director with a similar interest as they may determine, including, without limitation, the exclusion of that director

and any other director with a similar interest from the receipt of information, or participation in any decision-making or discussion (whether at meetings of the directors or otherwise) related to the conflict;

- 18.4.2.2 the director concerned and any other director with a similar interest will be obliged to conduct himself in accordance with any terms imposed from time to time by the directors in relation to the conflict but will not be in breach of his duties as a director by reason of his doing so;
- 18.4.2.3 the authority may provide that, where the director concerned and any other director with a similar interest obtains information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- 18.4.2.4 the authority may also provide that the director concerned or any other director with a similar interest shall not be accountable to the Company for any benefit that he receives as a result of the conflict;
- 18.4.2.5 the receipt by the director concerned or any other director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Act not to accept benefits from third parties;
- 18.4.2.6 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- 18.4.2.7 the directors may withdraw such authority at any time.

18.5 Subject to article 18.6, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairperson appointed in accordance with article 21.2, whose ruling in relation to any director other than the chairperson is to be final and conclusive.

18.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson appointed in accordance with article 21.2, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **19 Records of decisions to be kept**

The directors must ensure that the Company keeps a record 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**

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

## **21 Appointment of directors**

- 21.1 Unless otherwise determined by Ordinary Resolution, the number of directors shall not be subject to any maximum but shall be not be less than five (5).

21.2 The Board shall comprise of the following roles (roles may change over time to allow the organisation to adapt and change):

21.2.1 Chief executive officer:

21.2.2 Competition director

21.2.3 Vulnerable Groups director;

21.2.4 Clean Sport director;

21.2.5 Performance director;

21.2.6 Courses director;

21.2.7 Development director;

21.2.8 finance director;

21.2.9 marketing, membership and media director;

21.2.10 from time to time, up to two co-opted directors appointed in accordance with article 21.4,

all such roles (other than the two co-opted directors who shall be appointed in accordance with the provisions of article 21.4) being elected in accordance with article 21.3. At minimum, the Board shall be comprised of those roles set out in Articles 21.2.1 to 21.2.5 (inclusive).

21.3 A director shall be elected as follows:

21.3.1 nominations for election may be made by any member to the Company in writing not less than six weeks prior to the date of the general meeting at which the vacant position is to be filled, such nomination stating the Board position for which that person is being nominated and having been signed by that person to confirm his willingness to be appointed. All nominations must be seconded by another member in writing not less than six weeks prior to the date of the general meeting at which the vacant position is to be filled;

21.3.2 following close of the nomination period, in the event of only one nomination being received for a vacant position on the Board that candidate shall be elected if at least a majority of the members' properly recorded votes are in favour of that sole candidate's election at the general meeting: and

21.3.3 following close of the nomination period, in the event of two or more nominations being received for a vacant position on the Board, the Board shall issue with the notice of general meeting the list of candidates and provide details of each candidate's curriculum vitae. At the general meeting the candidate for whom the highest number of properly recorded votes is cast by the members for each vacant office shall be declared as the preferred candidate and in the event of an equality of votes the chief executive officer shall have a casting vote. If the preferred candidate receives at least a majority of the properly recorded votes cast by the members then that candidate will be appointed as a director. If the preferred candidate does not receive at least a majority of the properly recorded votes cast by the members, then the Board shall propose an Ordinary Resolution for the approval of the appointment of the preferred candidate as a director to be considered by the members at that general meeting. In the event that such Ordinary

Resolution is not passed by the members, it shall be competent for the Board to appoint a person who is willing to act to fill this vacancy in accordance with terms of article 21.7.

- 21.4 It shall be competent for the Board at any time to appoint any person with appropriate skills and qualifications as may be determined by the Board who is willing to act as a director as a co-opted director and/or a non-executive director of the Company, but such co-opted director or non-executive director (as the case may be) shall only hold office for a fixed two year term. Such co-opted director and/or non-executive director may, if willing to act, be re-appointed for a further period of one year if approved by a resolution of the Board at a board meeting on the second anniversary after the co-opt director or non-executive director's appointment (as the case may be).
- 21.5 The chief executive officer appointed in accordance with article 21.3 shall, subject to article 22, hold office for a continuous period after the general meeting at which he was first appointed as follows:
- 21.5.1 each term of office, subject to article 22, shall be until close of the fourth Annual General Meeting after the general meeting at which he was appointed; and
- 21.5.2 such chief executive officer may, if willing to act, be re-appointed if approved by the members by ordinary resolution at the fourth Annual General Meeting after the general meeting at which he was appointed.
- 21.6 A director appointed in accordance with article 21.3 (other than the chairperson) shall, subject to article 22, hold office for a continuous period after the general meeting at which he was appointed as follows:
- 21.6.1 each term of office, subject to article 22, shall be until close of the fourth Annual General Meeting after the general meeting at which he was appointed; and
- 21.6.2 such director may, if willing to act, be re-appointed if approved by the members by ordinary resolution at the fourth Annual General Meeting after the general meeting at which he was appointed.
- 21.7 Subject to the terms of the Articles, it shall be competent for the Board at any time to appoint any person who is willing to act as a director to fill 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 for a particular portfolio and such director appointed by the Board shall hold office until close of the Annual General Meeting at which either the director ceasing to hold office was due to stand down or the particular portfolio was next up for re-election (as the case may be).

## **22 Termination of director's appointment**

- 22.1 A person ceases to be a director as soon as:
- 22.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- 22.1.2 resigns by written notice to the Company;
- 22.1.3 he becomes bankrupt, is sequestrated or makes any arrangement or composition with his creditors generally;

- 22.1.4 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;
- 22.1.5 he fails, in the opinion of all his co-directors, to carry out the duties incumbent on him and the Board resolve that his office be vacated;
- 22.1.6 for more than six consecutive months he has been absent (without permission of the Board or with reasonable excuse) from meetings of the Board held during that period;
- 22.1.7 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms: or
- 22.1.8 he is otherwise duly removed from office.

## **23 Directors' expenses**

- 23.1 The Company may pay any reasonable expenses which the directors (and company secretary (if any)) properly incur in connection with their attendance at:
  - 23.1.1 meetings of directors or committees of directors; or
  - 23.1.2 general meetings,or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **24 Applications for membership**

- 24.1 The classes of Membership shall be as follows:

- 24.1.1 Club Lifter (Junior/Adult)

This class of membership shall be reserved for individuals who are competing members of an Affiliated British Weightlifting Club and who have chosen Scotland as their region.

- 24.1.2 Unattached Lifter

This class of membership shall be reserved for individuals who are not affiliated to a British Weightlifting club and who have chosen Scotland as their region.

- 24.1.3 Supporter

This class of membership shall be reserved for non-competing members who have chosen Scotland as their region and who wish to stay up to date with British Weightlifting news.

- 24.2 All applicants wishing to become a member of the Company shall be required to complete an application form in the format(s) provided by the Company, as determined and published by the Board from time to time, and provide any relevant information in support of such application. In submitting the application form, the applicant (and where the form is submitted on behalf of a club or a group, all the members of the club or group shall be deemed to agree) confirms:

- 24.2.1 that they agree to be bound by the terms of the Articles, including the provisions of article 5;
  - 24.2.2 that they agree to be bound by the terms of the Rules and Regulations;
  - 24.2.3 that they agree to accept the policies, rules and conditions in relation to membership; and
  - 24.2.4 that they agree to pay membership fees applicable to that class of membership.
- 24.3 Subject to article 24.4, each application for membership shall be considered by the Board and be granted or refused at the sole discretion of the Board. The Board shall inform the applicant in writing of the Board's decision within 10 Business Days of the Board's decision. Where an application for membership has been accepted, the Board shall arrange for the details of the successful applicant to be entered into the Register of Members. Where an application for membership has been refused the annual membership fee paid to the Company by the applicant shall be returned or refunded.
- 24.4 The Board may delegate responsibility for day to day decisions on the acceptance of applications for membership to a sub-committee of the Board constituted for that purpose.

## **25 Annual membership fees**

- 25.1 A member's membership fee shall be due for payment annually on the anniversary of the date that member became a member of the Company and failure by any member to pay its annual membership fee on or before the due date will result in that member's membership of the Company being immediately and automatically terminated in accordance with article 26.3.

## **26 Termination of membership**

- 26.1 Any member may withdraw from membership of the Company by giving seven days' notice to the company in writing. Notwithstanding resignation from membership of the Company, membership fees for the full year in which the member resigns will be payable.
- 26.2 Membership is not transferable and a person's membership will terminate when that person dies or ceases to exist.
- 26.3 The failure by any member to pay its annual membership fees on or before the due date shall result in that member's membership of the Company being immediately and automatically terminated, along with any and all applicable rights and privileges of membership.
- 26.4 The Board may terminate the membership of any member without their consent by giving them written notice if, in the reasonable opinion of the directors:
- 26.4.1 they are guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the members and directors into disrepute;
  - 26.4.2 they have acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
  - 26.4.3 they have failed to observe the terms of these Articles and/or the Rules and Regulations.
- 26.5 Following termination, the Board shall arrange for such member to be removed from the Register of Members.

- 26.6 Any member whose membership is terminated in accordance with article 26.4 shall not be entitled to a refund of any annual membership fees and shall remain liable to pay to the Company any sum owed by him/it.

## **27 Attendance and speaking at general meetings**

- 27.1 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 (whether in person or remotely), during the meeting, any information or opinions which that person has on the business of the meeting.
- 27.2 A person is able to exercise the right to vote at a general meeting when:
- 27.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 27.2.2 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.
- 27.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

## **28 Calling a general meeting**

- 28.1 Subject to Article 28.2, not less than 21 clear days' notice in writing shall be given to the members in respect of all general meetings of the Company including the Annual General Meeting. Notice shall be issued in accordance with articles 39 and 40. The accidental omission to give notice of a general meeting to or the non-receipt of a notice of a general meeting by any person entitled to receive notice shall not invalidate the proceedings at that general meeting.
- 28.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having the right to attend and vote at the meeting, being a majority who together hold not less than 50% of the total voting rights.
- 28.3 The members shall have the ability to:
- 28.3.1 require the directors to call a general meeting of the Company in accordance with section 303 of the Act; and
- 28.3.2 require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with section 292 of the Act.
- 28.4 The Company shall hold a general meeting in every calendar year as its Annual General Meeting, the date and time of such meeting to be determined by the Board.
- 28.5 All general meetings other than the Annual General Meeting shall be called general meetings.

## **29 Quorum for general meetings**

- 29.1 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

- 29.2 Subject to the provisions of Article 28 being complied with, the quorum for general meeting shall be the total number of members of the Company (who are entitled to vote at general meetings) present in person, by proxy or virtually.

### **30 Chairing general meetings**

- 30.1 The chairperson appointed in accordance with article 21.2 shall chair general meetings if present and willing to do so.

- 30.2 If chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- 30.2.1 the directors present; or

- 30.2.2 (if no directors are present), the meeting,

must appoint a director or member (as the case may be) to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

- 30.3 In accordance with paragraph 2(5), Schedule 5 of Companies Act 2006 (Commencement No. 5, Transitional Provisions and Savings) Order 2007, the chairperson of a general meeting of the Company will have a casting vote.

### **31 Attendance and speaking by directors and non-members**

- 31.1 Directors may attend and speak at general meetings, whether or not they are members.

- 31.2 The chairperson of a general meeting may permit other persons who are not members or otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

### **32 Adjournment**

- 32.1 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, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, chairperson of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum.

- 32.2 The chairperson of a general meeting may adjourn a general meeting at which a quorum is present if:

- 32.2.1 the meeting consents to an adjournment; or

- 32.2.2 it appears to the chairperson 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.

- 32.3 The chairperson must adjourn a general meeting if directed to do so by the meeting.

- 32.4 When adjourning a general meeting, the chairperson must:



- 32.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- 32.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 32.5 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):
  - 32.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
  - 32.5.2 containing the same information which such notice is required to contain.
- 32.6 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.

### **33 Voting: general**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

### **34 Errors and disputes**

- 34.1 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.
- 34.2 Any such objection must be referred to the chairperson of the general meeting, whose decision is final.

### **35 Poll votes**

- 35.1 A poll on a resolution may be demanded:
  - 35.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 35.1.2 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.
- 35.2 A poll on a resolution may be demanded by:
  - 35.2.1 the chairperson of the meeting;
  - 35.2.2 the directors; or
  - 35.2.3 any qualifying person (as defined in section 318 of the Act) present and entitled to vote on the resolution.
- 35.3 A demand for a poll may be withdrawn if:
  - 35.3.1 the poll has not yet been taken; and
  - 35.3.2 the chairperson of the meeting consents to the withdrawal.

- 35.4 A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 35.5 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

### **36 Content of Proxy Notices**

- 36.1 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:
  - 36.1.1 states the name and address of the member appointing the proxy;
  - 36.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 36.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 36.1.4 is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this, an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).
- 36.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 36.3 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 and when such Proxy Notice prescribes how the proxy is to act, the proxy must comply with the instructions given by the appointor.
- 36.4 The Company shall not be obliged to ascertain that a proxy has complied with the instructions given to him in the Proxy Notice by the appointor and no decision on any resolution shall be vitiated by reason only that a proxy has not done so. Notwithstanding the foregoing, where the chairperson is aware that a proxy holder has acted in contravention of instructions given to him by the appointor in the Proxy Notice, the chairperson shall disregard the relevant vote of the proxy and deem it to be given by the appointor in the manner so instructed in the Proxy Notice.
- 36.5 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:
  - 36.5.1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it; or
  - 36.5.2 has been instructed by one or more of those members to vote for the resolution in the same way (either for or against) and has been given discretion by one or more other of those members as to how to vote on the resolution,the proxy is entitled to one vote for and one vote against the resolution.

- 36.6 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 36.6.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 36.6.2 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.

### **37 Delivery of Proxy Notices**

- 37.1 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 the Company by or on behalf of that person.
- 37.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 37.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 37.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

### **38 Amendments to resolutions**

- 38.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
  - 38.1.1 notice of the proposed amendment is given to the Company 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 chairperson of the meeting may determine); and
  - 38.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- 38.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
  - 38.2.1 the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 38.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 38.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

### **39 Means of communication to be used**

- 39.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the 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.

- 39.2 Except insofar as the Companies Acts require otherwise, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors think fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 39.3 In the case of a member that is a body corporate (being a company, corporation, unincorporated body, partnership or other body corporate, wherever and however incorporated or established), for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the Articles, execution by any director, the secretary or any other officer of that body corporate or any other person who appears to any officer of the Company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that body corporate.
- 39.4 A member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the Company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the Company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 39.5 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 39.6 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### **40 Deemed delivery of documents and information**

- 40.1 Any document or information sent or supplied by the Company shall be deemed to have been received by the intended recipient:
- 40.1.1 where the document or Information is properly addressed and sent by second class post to an address in the United Kingdom, three Business Days following the day (whether or not it is a working day) on which it was put in the post and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post;
- 40.1.2 where (without prejudice to article 40.1.4) the document or information is properly addressed and sent by international post to an address outside the United Kingdom, five Business Days after it was put in the post, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post;

- 40.1.3 where the document or information is not sent by post but delivered personally or left at the intended recipient's address, on that day if it was a Business Day between the hours of 9am and 5pm or at 9am on the next Business Day;
- 40.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent; and
- 40.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

#### **41 No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

#### **42 Secretary**

Subject to the Act, the directors may appoint a company secretary (or two or more persons as joint secretary) for such term and upon such conditions as the directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the directors.

#### **43 Rules and Regulations**

- 43.1 The directors may establish, publish and enforce rules, regulations, bye-laws, policies and procedures and codes of conduct for the control and governance of the Sport in Scotland that are required from time to time for the effective operation of the Company and the Sport (the "**Rules and Regulations**").
- 43.2 All Rules and Regulations may be amended by the Board from time to time and if there is a conflict between the terms of these Articles and the Rules and Regulations, the terms of these Articles shall prevail.

#### **44 Indemnity**

- 44.1 Subject to article 44.2 (but without prejudice to any indemnity which a Relevant Officer is otherwise entitled to):
  - 44.1.1 a Relevant Officer may be indemnified out of the Company's assets to whatever extent the directors may determine against:
    - 44.1.1.1 any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any undertaking in the same group as the Company;
    - 44.1.1.2 any liability incurred by that officer in connection with the activities of the Company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);

44.1.1.3 any other liability incurred by that officer as an officer of the Company or any undertaking in the same group as the Company; and

44.1.1.4 the Company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a Relevant Officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any undertaking in the same group as the Company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the Relevant Officer to avoid incurring such expenditure.

44.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

## **45 Insurance**

45.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

45.2 In this article, a Relevant Loss means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that officer's duties or powers in relation to the Company, any undertaking in the same group as the Company or any pension fund or employees' share scheme of the Company or any undertaking in the same group as the Company.