

1 February 2005

**MEMORANDUM AND  
ARTICLES OF ASSOCIATION  
of  
SCOTTISH VOLLEYBALL  
ASSOCIATION**

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Edinburgh  
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**THE COMPANIES ACT 1985 to 1989**

**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION  
of  
SCOTTISH VOLLEYBALL ASSOCIATION**

1. The name of the company is "Scottish Volleyball Association" ("the Association")
2. The Association's registered office is to be situated in Scotland.
3. The Association's objects are:
  - 3.1.1 To act as the governing body in Scotland of the sport of volleyball;
  - 3.1.2 To uphold and enforce in Scotland the Rules and Regulations of volleyball as published by the International Volleyball Federation;
  - 3.1.3 To promote the growth and general welfare of volleyball in Scotland;
  - 3.1.4 To organise district, national and international volleyball matches;
  - 3.1.5 To select representative teams to compete in volleyball competitions and matches;
  - 3.1.6 To observe the general and fundamental principles of the Olympic charter;
  - 3.1.7 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.
  - 3.1.8 Generally to protect and further the interests of volleyball in Scotland.

In furtherance of the stated objects (but not otherwise), the Association's shall have power:-

- 3.2 To acquire and take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any of the objects of the Association.
- 3.3 To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Association.
- 3.4 To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Association.
- 3.5 To sell, dispose, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Association.
- 3.6 To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.
- 3.7 To borrow money and give security for the payment of money by, or the performance of other obligations of, the company or any other person.

- 3.8 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills, of exchange, warrants, debentures and other negotiable or transferable instruments.
- 3.9 To remunerate any individual in the employment of the Association and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the Association and the wife, widow, relatives and dependents of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.
- 3.10 To promote any private Act of Parliament, Provisional Order and other authority to enable the company to carry out its objects, alter its constitution, and achieve any other purpose which may promote the Association's interests, and to oppose or object to any application or proceedings which may prejudice the Association's interests.
- 3.11 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Association and to obtain from any such organisation, government or authority any charter, right, privilege or concession.
- 3.12 To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any body, whether incorporated or unincorporated.
- 3.13 To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of.
- 3.14 To effect insurance against risks of all kinds.
- 3.15 To invest moneys of the Association not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities.
- 3.16 To promote companies whose activities may further one or more of the above objects or which may generate income to support one or more of the above objects, acquire and hold shares, stocks, debentures and other interests in such companies and carry out, in relation to any such company which is a subsidiary of the Association, all such functions as may be associated with a holding company.
- 3.17 To establish and support any association or other unincorporated body having objects altogether or in part similar to those of the Association and to promote any company or other incorporated body formed for the purpose of carrying on any activity which the Association is authorised to carry on.
- 3.18 To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the Association is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Association is authorised to amalgamate.
- 3.19 To transfer all or any part of the undertaking, property and rights of the Association to any body, incorporated or unincorporated, with which the Association is authorised to amalgamate.

- 3.20 To subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the Association or with the furtherance of its objects.
- 3.21 To carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.
- 3.22 To do anything which may be incidental or conducive to the attainment of any of the objects of the Association

And it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated.

- 4.1 Subject to clause 4.2;
  - (a) the income and property of the Association shall be applied solely towards the promotion of its objects as set out in clause 3 of this memorandum of association
  - (b) no part of the income and property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to the members of the Association
- 4.2 The Association shall, notwithstanding the provisions of clause 4.1, be entitled
  - (a) to pay reasonable and proper remuneration to any director or member of the Association in return for services actually rendered to the Association;
  - (b) to pay interest at a rate not exceeding the commercial rate on money lent to the Association by any director or member of the Association;
  - (c) to pay rent at a rate not exceeding the open market rent for premises let to the Association by any director or member of the Association; and
  - (d) to purchase assets from, or sell assets to, any director or member of the Association providing such purchase or sale is at market value.
5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Association's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
7. Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Association.
8. The Association's auditors shall make a report to the members on the accounts examined by them and on every balance sheet and income and expenditure account



**THE COMPANIES ACTS 1985 and 1989**  
**A COMPANY LIMITED BY GUARANTEE AND NOT**  
**HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

of

**SCOTTISH VOLLEYBALL ASSOCIATION**

**INTERPRETATION**

1. In these regulations:

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Association" means Scottish Volleyball Association.

"the articles" means the articles of the Association.

"the Board" means the board of directors of the Association.

"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.

"executed" means any mode of execution.

"office" means the registered office of the Association.

"the seal" means the common seal of the Association, if any.

"Secretary" means the Secretary of the Association or any other person appointed to perform the duties of the Secretary of the Association, including a joint, assistant or deputy secretary.

"the United Kingdom" means the United Kingdom of Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Association.

**MEMBERS**

2.1 The subscribers to the Memorandum and such other persons as are admitted to membership in accordance with the Articles shall be members of the Association;

2.2 There shall be the following categories of Members, namely:-

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

2.2.2 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.

- 2.2.3 Honorary Members: Individuals as shall have Honorary Membership conferred upon them by a General Meeting of the Association on the recommendation of the Board.
- 2.2.4 Junior Members: Individuals who are under 16 years of age at a start of a season.
- 2.2.5 Group Members: Schools or other bodies in Scotland who play volleyball but are not primarily volleyball clubs.
- 2.3 All applications for membership shall be submitted in writing to the Secretary in such form as may be prescribed from time to time by the Board.
  - 2.3.1 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.
- 2.4 A member may resign at any time by giving written intimation of resignation to the Secretary.
  - 2.4.1 In the event that a member resigns less than 30 days prior to the Association's year end the full subscription for the following year shall be due notwithstanding such resignation.
  - 2.4.2 In the event that any member allows the subscription to remain in arrears for one year such member may have his or her membership suspended or terminated at the discretion of the Board.
- 2.5 Each category of member will be liable to pay such annual subscription or other levy as the Board may from time to time recommend and as shall be approved by the Association in General Meeting.
- 2.6 Membership of the Association shall be open to existing members of the unincorporated Scottish Volleyball Association as at the date of incorporation of the Association.
- 2.7 The privileges of membership shall not be transferable.

#### GENERAL MEETINGS

- 3. The Association shall hold a general meeting each year known as the Annual General Meeting (AGM). All general meetings other than annual general meetings shall be called Extraordinary General Meetings.
- 4. The Board may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient members of the Board to call a general meeting, any director of the Association may call a general meeting.

#### NOTICE OF GENERAL MEETINGS

- 5. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary meetings 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:
  - (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

- (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

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

- 6. 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.

#### PROCEEDINGS AT GENERAL MEETINGS

- 7. No business 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, shall be a quorum.
- 8. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Board may determine.
- 9. The Chair, or, in the Chair's absence, the Vice Chair or some other director nominated by the Board shall preside as chair of the meeting, but if none of the Chair, Vice-Chair 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 and, if there is only one director present and willing to act, such director shall be chair.
- 10. If no director is willing to act as chair, 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.
- 11. A director shall be entitled to attend and speak at any general meeting and at any separate meeting of any standing committee of the Association.
- 12. The chair 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, 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 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.
- 13. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
  - (a) by the chair, or
  - (b) by at least two members having the right to vote at the meeting.

14. Unless a poll is duly demanded a declaration by the chair 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.
15. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair 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.
16. A poll shall be taken as the chair directs and the chair may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
17. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote the chair may have.
18. A poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. 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. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand has not been made.

#### VOTES OF MEMBERS

19. Every member who is an Individual Member shall have one vote. Group Members represented by a duly authorised representative, shall have one vote. Club Members represented by a duly authorised representative shall have one vote for each playing Team that season. Every person may only exercise a vote in one capacity and may not represent more than one Club Member or Group Member.
20. No member shall vote at any general meeting or at any separate meeting of the holders of any class of membership in the Association unless all monies payable by the member, or by the Club Member or Group Member the person represents, have been settled.
21. No objection shall be raised to the qualification of any voter except at the meeting or adjourned at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
22. No proxy vote shall be allowed.

#### DIRECTORS

- 22.1 The directors of the Association shall comprise the President, the Vice-President, three persons elected by the Association in general meeting and two persons appointed by the Board.
- 22.2 The quorum at any meeting of the Board shall be half those who have voting rights at the start of the meeting. The chair shall have a casting vote where necessary in addition to a deliberative vote.

#### POWERS OF OFFICE BEARERS

23. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by a special resolution, the business of the Association shall be managed by the Board who may exercise all the powers of the Association.

#### DELEGATION OF BOARD'S POWERS

24. The Board may delegate any of their powers to any committee provided the same includes one or more directors. Any such delegation may be made subject to any conditions the Board may impose, and may be revoked or altered.

#### COMMISSIONS

25. The Association may in general meeting establish or discontinue Commissions to assist in the efficient management of the affairs of the Association.
26. 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.

#### APPOINTMENT AND RETIREMENT OF MEMBERS OF BOARD

27. The President and Vice President shall be elected at an Annual General Meeting of the Association and shall each hold office for a period of two years. First Vice President shall hold office for only one year in order to enable the election of the President and Vice President to take place generally on alternative years.

The other directors will be appointed for a period of two years, although initially two of the five other persons will be appointed for one year only to enable the election of certain directors to take place at each Annual General Meeting.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

28. The office of director shall be vacated if:-
- (a) the person becomes prohibited by law from being a director; or
  - (b) the person becomes bankrupt or makes any arrangement or composition with creditors generally; or
  - (c) the person is, or may be, suffering from mental disorder and either:-
    - (i) the person is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for the person's detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to the person's property or affairs; or
  - (d) the person resigns office by notice to the Association; or
  - (e) the person fails to attend or does not intimate an apology for absence or non-attendance at three or more successive Board meetings of directors.

## REMUNERATION OF DIRECTORS

29. Subject to Clause 4 of the memorandum directors shall be unpaid.

## MEMBERS OF BOARD'S EXPENSES

30. Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at Board Meetings or Board Committees or general meetings of the Association or otherwise in connection with the discharge of their duties.

## DIRECTOR APPOINTMENTS AND INTERESTS

31. Subject to the provisions of the Act, and provided that a director has disclosed to the directors the nature and extent of any material interest, a director:-
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise interested;
  - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Association or in which the Association is otherwise interested; and
  - (c) shall not, by reason of his office, be accountable to the Association for any benefit which the person derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
32. For the purposes of regulation 31:-
- (a) a general notice given to the Board 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
  - (b) any interest of which a director has no knowledge and of which it is unreasonable to expect the director to have knowledge shall not be treated as an interest of the director.

## PROCEEDINGS OF THE BOARD

33. Subject to the provisions of the articles, the Board may regulate its proceedings as it thinks fit. A director may, and the General Secretary at the request of a director shall, call a meeting of the Board. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the President shall have a second or casting vote.
34. 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.
35. The President shall preside at every meeting of the Board at which the President 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 five minutes after the time appointed for the meeting, the director present may appoint one of their number to be the Chair of the meeting.

36. 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.
37. 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.
38. Save as otherwise provided by the articles, a director shall not vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which the director has directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Association unless the director's interests or duty arises only because the case fall within one or more of the following paragraphs:-
  - (a) the resolution relates to the giving to the director of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by the director for the benefit of, the Association or any of its subsidiaries;
  - (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Association or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

For the purpose of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Association), connected with a director shall be treated as an interest of the director.

39. 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.
40. The Association may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a Board meeting or of a committee of the Board.
41. 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 President of the meeting and the President's ruling in relation to any director or Committee member other than the President shall be final and conclusive.

#### GENERAL SECRETARY

42. Subject to the provisions of the Act, the General Secretary shall be appointed annually by the members at the Annual General Meeting for such term, at such remuneration and upon such conditions as members may think fit. The Board shall

be able to appoint any casual vacancy in the office of General Secretary, which person shall hold office until the next occurring Annual General Meeting.

#### MINUTES

43. The Board shall cause minutes to be made in books kept for the purpose:-
- (a) of all appointments of directors; and
  - (b) of all proceedings at meetings of the Association, and of the Board, and of Standing Committees of the Board, including the names of the directors present at each such meeting.

#### THE SEAL

44. The seal, if any, shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

#### ACCOUNTS

45. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Association except as conferred by statute or authorised by the Board or by ordinary resolution of the Association.

#### NOTICES

46. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a Board meeting need not be in writing.
47. The Association may give any notice to a member either personally or by sending post in a prepaid envelope addressed to the member at the member's registered address or by leaving it at that address.
48. A member present at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
49. Proof that an envelope containing a notice was properly addressed, prepaid posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

#### WINDING UP

50. If the Association is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Association and any other sanction required by the Act, dispose of any remaining assets to other organisations with similar objectives as stated in the Memorandum of Association. No such organisation shall be compelled to accept any asset upon which there is a liability.

#### INDEMNITY

51. 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 the Association shall be indemnified out of the assets of the Association 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

