



Articles of Association

Scottish Golf Limited

(Company Number SC308709)

(Adopted by special resolution passed on ~~2016~~2018)

The Companies Act 2006

Private Company Limited by guarantee and not having a share capital

Interpretation

1. In these Articles, the following words and expressions shall have the following meanings unless the context otherwise requires:

“Act”

Means the Companies Act 2006 (and every statutory modification or re-enactment thereof for the time being in force);

“Affiliated Body”

Means a society of golfers who do not own or have a permanent right of occupation of a golf course and who do not administer handicaps but who organise competitions as guests on courses in Scotland and elsewhere under the jurisdiction of the Company and any other golf related organisations approved by the Board from time to time;

“Affiliated Clubs”

Means Clubs which have elected not to become a Member or who do not submit an Application Form but who participate in the game of golf under the auspices of and are regulated by the Company;

“AGM”

Means the annual general meeting of the Company;

“Application Form”

Means a completed membership application form, in such form as is approved or amended by the Board from time to time;

“Appointments Panel”

Means the Appointments Panel to be established on the Effective Date for the purpose of appointing the first President, Senior Vice President and Junior Vice President of the Company;

“The Areas”

Means: Angus County Golf Association, Argyll & Bute Golf Union, Ayrshire Golf Association, Borders Golfers Association, Clackmannan County Golf Union, Dumbartonshire Golf Union, Fife Golfing Association, Glasgow Golf Union, Lanarkshire Golf Association, The Lothians Golf Association, North District Scottish Golf Union, North East District Golf Association, Perth & Kinross County Golf Union, Renfrewshire Golf Union, South of Scotland Golfers Association and Stirlingshire Golf Union;

“Articles”

Means these Articles of Association as may be amended from time to time by special resolution;

“Auditor”

Means the registered auditor appointed to the office of the Company from time to time;

“Board”

Means the board of directors of the Company from time to time;

“The CEO”

Means the Chief Executive Officer of the Company from time to time;

“Chairman”

Means the person nominated by the Board from time to time in accordance with these Articles to act as chairman of the Company;

“Club”

Means a golf club in Scotland which administers handicaps and runs for its members qualifying competitions as defined in the CONGU® Unified Handicapping System;

“Company”

Means Scottish Golf Limited (Company Number SC308709);

“The Counties”

Means: Aberdeenshire Ladies’ County Golf Association, Angus Ladies’ County Golf Association, Ayrshire Ladies’ County Golf Association, Border Ladies’ County Golf Association, Dumfriesshire Ladies’ County Golf Association, Dunbartonshire and Argyll Ladies’ County Golf Association, East Lothian Ladies’ County Golf Association, Fife County Ladies’ Golf Association, Galloway County Ladies’ Golf Association, Lanarkshire Ladies’ County Golf Association, Midlothian County Ladies’ Golf Association, Northern Counties’ Ladies’ Golf Association, Perth & Kinross Ladies’ County Golf Association, Renfrewshire Ladies’ County Golf Association and Stirling and Clackmannan County Ladies’ Golf Association;

~~“The Effective Date”~~

~~Means the date of adoption of these Articles;~~

“Equality Act”

Means the Equality Act 2010 and every statutory modification or re-enactment thereof for the time being in force;

“Junior Vice President”

Means the person ~~appointed by the Appointments Panel (in the case of the first Junior Vice President of the Company) and thereafter as~~ nominated by the Board (via the Nominations Panel) and elected at an AGM from time to time in accordance with these Articles to be Junior Vice President of the Company;

“Member”

Means a Member of the Company who shall be a member as defined in Section 112 of the Act and shall be entitled to vote at general meetings;

“Merged Body”

Means a regional association which is open to male and female golfers, following the merger of a former Area and County;

“Nominations Panel”

Means the Nominations Panel to be established by the Board from time to time ~~following the first AGM of the Company~~ to consider candidates for the offices of President, Senior Vice President, Junior Vice President and such other posts as are referred to it by the Board;

“Office”

Means the registered office of the Company from time to time;

“Participating Individual”

Means a natural person who plays golf under the auspices of or is regulated by the Company;

“President”

Means the person ~~appointed by the Appointments Panel (in the case of the first President of the Company) and thereafter as~~ nominated by the Board (via the Nominations Panel) and elected at an AGM from time to time in accordance with these Articles to be President of the Company;

“Quorum”

Means ~~75~~ those Members or proxies entitled to vote on ~~their~~ behalf ~~of Members representing at least 10% of Members;~~

“The Regulations”

Means the regulations for the conduct of the business and affairs of the Company (including its disciplinary procedures) promulgated by the Board from time to time;

“Rules of Golf and Rules of Amateur Status”

Means the rules for the sport of golf and governing amateur status as from time to time laid down by R&A Rules Limited;

“Schedule 2”

Means Schedule 2 to The Companies (Model Articles) Regulations 2008;

“Scottish Amateur Golf”

Means the sport of amateur golf in Scotland governed by the Rules of Golf and Rules of Amateur Status;

“Scottish Representatives”

Means individuals nominated by the Board to represent the Company at events or within other relevant organisations;

“The Secretary”

Means the Secretary of the Company for the time being;

“Senior Vice President”

Means the person ~~appointed by the Appointments Panel (in the case of the first Senior Vice President of the Company) and thereafter as~~ nominated by the Board (via the Nominations Panel) and elected at an AGM from time to time in accordance with these Articles to be Senior Vice President of the Company;

“Subscription”

Means the annual subscription payable by each Club, Affiliated Club and Affiliated Body in such amount as is determined by the Board from time to time.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the feminine gender only shall include the masculine gender and vice versa.

Words importing persons shall include companies and corporations.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Constitution

2. The regulations contained in or incorporated in Schedule 2 shall apply to the Company save insofar as they are excluded or varied hereby, or are inconsistent herewith, and such regulations (save as so excluded, varied or inconsistent) and the Articles hereinafter contained shall be the regulations of the Company. For the avoidance of doubt, regulations 2, 4, 17, 19, 20, 21 – 28, and 30 of Schedule 2 shall not apply to the Company.
3. The ~~objects~~ object for which the Company is established ~~are~~ is to act as the governing body for ~~(and as such to promote, administer and encourage)~~ Scottish Amateur Golf and in particular:
 - a. to further the interests of amateur golf in Scotland and to act in the best interests of the Areas, the Counties, the Clubs, the Merged Bodies and all stakeholders in the game of amateur golf in Scotland; of Scottish Amateur Golf;
 - b. to co-operate with the Royal and Ancient Golf Club of St Andrews and in particular to recognise R&A Rules Limited as the ruling authority for determining the Rules of Golf and the Rules of Amateur Status and to uphold those Rules;
 - c. to co-operate with the Council of National Golf Unions Limited, the Ladies’ Golf Union, the European Golf Association and other national and international golf associations in order to promote Scottish Amateur Golf;
 - d. to act as the representative member for Scotland in international golf affairs and to be an affiliate to and carry out functions delegated to it by the European Golf Association, the International Golf Federation and other relevant bodies;
 - e. to administer the CONGU® Unified Handicap System and the Course Rating System of the United States Golf Association in Scotland and any successor thereto;
 - f. to arrange the national championships and international and other competitions held within the auspices of the Company;
 - g. to select, train and manage teams to represent Scotland at international golf events;

- h. to develop and maintain relationships between the Company and any relevant government departments or authorities;
- ~~i.~~ ~~to employ the funds of the Company in such manner as shall be deemed best for the interests of Scottish Amateur Golf;~~
- ~~i. j.~~ to deal with other matters of general and local interest to golfers; ~~and~~
- ~~j. k.~~ to make, maintain and publish such policies and regulations as may be considered necessary for the above objects.

~~3A~~ ~~The income and property of the Company shall be applied solely in promoting the objects of the Company.~~

~~3B~~ ~~No portion of the income and property of the Company shall be paid or transferred directly or indirectly by way of a dividend, bonus or otherwise however so by way of profit to Members.~~

~~3C~~ ~~If upon winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any profit whatsoever, the same shall not be paid or distributed among the Members, but shall be given or transferred to some other institution or institutions having objects similar to those of the Company.~~

Membership

Composition of Membership

- 4. The Members shall, subject to Article 5 and due compliance with the Company's admissions procedures, comprise the following:
 - a. the Clubs;
 - b. the Areas; ~~and~~
 - c. the Counties; ~~and~~
 - ~~d.~~ ~~a Merged Body.~~

Liability of Members

- 5. Each Member shall be required to become a guarantor of the Company and must submit a completed Application Form in accordance with Article 7. Those Clubs which elect not to become guarantors of the Company or which do not submit a completed Application Form shall automatically become Affiliated Clubs.
- 6. A Member, accepted to become a guarantor of the Company in accordance with Article 8, shall be a Member. The liability of such Member is limited to £1, being the amount that such Member undertakes to contribute to the assets of the Company in the event of it being wound up whilst a Member, or within one year after ~~ceasing it ceases~~ to be a Member, for:
 - a. payment of the Company's debts and liabilities ~~contracted~~ before ~~ceasing it ceases~~ to be a Member;
 - b. payment of the costs, charges and expenses of winding up; and
 - c. adjustment of the rights of the contributories among themselves.

Application for Membership

7. Each prospective Member is required to submit an Application Form.
8. The Board shall consider the Application Form and, subject to satisfaction with the terms thereof and due compliance with the Company's admissions procedures, shall confer Membership on the relevant applicant as a Member of the Company.
9. On admission, every Member shall be enrolled in the ~~Register~~Company's register of ~~Members~~members to be kept at the Office.
10. Every Member is bound by and must submit to the Regulations to the extent applicable to them.

Cessation of Membership

11. A Member may withdraw from Membership of the Company by giving not less than one month's written notice to the Company.
12. Membership shall not be transferable nor shall any of the Subscriptions be repaid to the Member upon its resignation.
13. A Member will not be required to give any reasons to the Board for its withdrawal from Membership.
14. Any Club which is a Member will cease to qualify as such if it fails to pay the Subscription referable to it within one month of being required to do so pursuant to Article 15 or fails to be affiliated to, and pay the subscription due to, the Area within which it falls and, in the event that the Counties permit Club membership at any time following the adoption of these Articles, the County within which it falls, and will have no voice in the affairs of the Company. The Board will have the right to restore the Club in question to Membership upon satisfactory arrangements being put into place for payment of the outstanding Subscription.

Subscription

15. Each Club which is a Member shall:
 - a. be affiliated to, and pay the subscription due in respect of each member of the Club to which such subscription applies, to:
 - i. the Area within which the Club falls;
 - ii. in the event that the Counties permit Club membership at any time following the adoption of these Articles, the County within which the Club falls; and/or
 - iii. in the event that the Areas and the Counties merge or amalgamate into single bodies and such bodies permit Club membership at any time following the adoption of these Articles, the relevant body within whose jurisdiction the Club falls; and
 - b. pay the Subscription, if applicable, to the Company in an amount based on its number of adult members with playing rights, as invoiced by the Company.
16. Each Affiliated Club shall:
 - a. pay the subscription due in respect of each member of the Affiliated Club to which such subscription applies to:
 - i. the Area within which the Affiliated Club falls;

- ii. in the event that the Counties permit Club membership at any time following the adoption of these Articles, the County within which the Affiliated Club falls; and/or
 - iii. in the event that the Areas and the Counties merge or amalgamate into single bodies "Merged Body" and such bodies permit Club membership at any time following the adoption of these Articles, the relevant body within whose jurisdiction the Affiliated Club falls; and
 - b. pay the Subscription, if applicable, to the Company in an amount based on its number of adult members with playing rights, as invoiced by the Company.
17. Each Affiliated Body shall pay the Subscription to the Company, in each case in such amount as is determined by the Board from time to time and as invoiced by the Company.
 18. For the avoidance of doubt, neither the Areas nor the Counties will themselves be obliged to pay the Subscription or any other sum in respect of their Membership to the Company.

General Meetings

19. The Company shall, insofar as is required by law, hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notice calling it, provided that every annual general meeting shall be held not more than fifteen months after the holding of the last preceding annual general meeting. The Company will intimate the date of the annual general meeting to the Members at least 90 days in advance.
20. All general meetings, other than AGMs, shall be called general meetings.
21. The Board may call a general meeting and, on the requisition of Members who represent at least 5% of the total voting rights of all the Members having a right to vote at general meetings pursuant to the provisions of the Act, shall convene a general meeting.
22. The AGM shall be held for the following purposes:
 - a. to approve the minutes of the previous AGM;
 - b. to receive the annual report of the Board;
 - c. to receive and approve the report from the Directors and the annual accounts duly audited;
 - d. to elect the President as appropriate;
 - e. to elect the Senior Vice President and the Junior Vice President as appropriate;
 - f. to elect or re-elect the Directors as appropriate;
 - g. to appoint or re-appoint the Auditor;
 - h. to transact any other business of which due notice has been given; and
 - i. to decide on any resolution which may have been submitted to the meeting in accordance with regulation 3.2 of The Regulations.

Notice of General Meetings

23. ~~Twenty-one clear days' notice in writing at least of every AGM and of every meeting convened to pass a special resolution and~~ There shall be given twenty-one clear days²¹ notice in writing at least of every other general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and the general nature of the business to be passed thereat shall be given in the manner hereinafter mentioned general meeting to such persons (including the Auditor Auditors) as are under these Articles or under the Act entitled to receive such notices notices from the Company but with the consent of all the Members entitled to receive notice thereof, or of such proportion thereof as is prescribed by the Act, a meeting may be convened by such shorter period of notice as those Members may think fit.
24. The notice shall specify the place, the day and the hour of the meeting, and the general nature of the business to be passed thereat.
25. ~~24.~~ A requisition by Members who represent at least 5% of the total voting rights of all the Members having a right to vote at general meetings in accordance with the Act shall specify the objects of the meeting requisitioned, shall be signed by the requisitionists, and shall be deposited at the Office. If the Board do not within twenty-one clear days from the date of deposit of the requisition proceed duly to convene a meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of such requisitionists, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months from that date. A meeting convened by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Board.
26. ~~25.~~ The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or other proceedings, at any meeting.

Proceedings at General Meetings

27. ~~26.~~ No business shall be transacted at any general meeting unless a Quorum is present when the meeting proceeds to business.
28. ~~27.~~ If within half an hour from the time appointed for the meeting a Quorum is not present or if during a meeting a Quorum ceases to be present, the meeting if convened on the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at such adjourned meeting a Quorum is not present within half an hour from the time appointed for the meeting, the Members who are personally present shall be a quorum, the Chairman must adjourn the meeting.
29. The Chairman may adjourn a general meeting at which a Quorum is present if:
- a. that meeting consents to an adjournment; or
 - b. it appears to him that an adjournment is necessary to protect the safety of any person attending that meeting or ensure that the business of that meeting is conducted in an orderly manner.
30. The Chairman must adjourn a general meeting if directed to do so by that meeting.

31. When adjourning a general meeting, the Chairman must:
- a. 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
 - b. have regard to any directions as to the time and place of any adjournment which have been given by that meeting.
32. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- a. to the same persons to whom notice of the Company's general meetings is required to be given; and
 - b. containing the same information which such notice is required to contain.
33. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the relevant general meeting if the adjournment had not taken place.
34. ~~28.~~—The Chairman shall preside as chairman at every general meeting, but if there be no such Chairman or if at any meeting the Chairman shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, then in any such case, the Directors present shall choose a member of the Board who shall be present to preside. If no Director is present, the Members who are personally present will be entitled to elect one of their number to act as the chairman of any general meeting.
- ~~29.~~—The Chairman may, with the consent of any meeting at which a Quorum is present, and shall if so directed by the meeting, adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given in the same manner as for the original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.
35. ~~30.~~—At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by at least two Members (including duly authorised representatives as defined aforesaid) present in person or by proxy, and unless a poll be so demanded a declaration by the Chairman 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 book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn.
36. ~~31.~~—Subject to the provisions of Article ~~30,35,~~ if a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner as the ~~chairman of the meeting~~Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
37. ~~32.~~—In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote.

38. ~~33.~~The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded.

Postal Ballot

39. ~~34.~~The Board may decide, in advance of a general meeting, to call a postal ballot in respect of a resolution which would otherwise be put to the vote at the general meeting. If there is to be a postal ballot, the details of the resolution and voting papers shall be sent at such time as the Board shall prescribe to the Members. Voting papers must be returned to the Office in a sealed envelope by such time as the Board shall decide. The result of the postal ballot will be declared at the general meeting at which it would otherwise have been put to the vote. The provisions of Article ~~3237~~ shall apply in respect of a postal ballot. All the provisions of the Act relating to written resolutions of the Members will apply to the postal ballot. The voting papers will be counted by the Auditor or another suitably qualified independent person or firm who will certify the total votes cast and those for or against any proposal or resolution and those who abstain.

Votes of Members

40. ~~35.~~Subject as hereinafter provided, every Member which is a Club present in person or by proxy at a general meeting or participating in a postal ballot shall have one vote; and every Member which is an Area or a County present in person or by proxy at a general meeting or participating in a postal ballot shall have ten votes (provided that, should an Area and a County amalgamate ~~(i.e. form a Merged Body)~~, the votes of each will be aggregated). Where an issue arises which requires a Club to vote on a matter pertaining to the Company, the Club should seek the views to its playing members on that matter, irrespective of gender or membership category. In relation to each such matter, every playing member of the Club should have an equal vote for the purposes of ascertaining the views of that Club's members, and Clubs should incorporate such provision into their constitutions. For the avoidance of doubt, Affiliated Clubs and Affiliated Bodies shall not be entitled to attend or vote at a general meeting or participate in a postal ballot.

41. ~~36.~~On a poll or show of hands votes may be given either personally or by proxy.

42. ~~37.~~The instrument appointing a proxy shall be in writing under the hand of the appointor or his/her attorney duly authorised in writing or, if such appointor is a corporation, under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

43. ~~38.~~The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified or office copy thereof, shall be deposited at the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, except where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded the instrument be delivered at the meeting at which the poll was demanded to the Chairman thereof or to the Secretary and in default the instrument of proxy shall not be treated as valid.

44. ~~39.~~An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances will admit (or in any other form which is usual or which the Board may approve):

"I, of a Member of the Company, hereby appoint

..... of or failing him/her, of
.....as my proxy to vote for me on my behalf at the annual or extraordinary
or adjourned (as the case may be) general meeting of the Company to be held on the day
of Two Thousand andand at any adjournment thereof.

As witness my hand this..... day of Two Thousand and"

45. ~~40.~~ Where it is desired to afford Members an opportunity of instructing the proxy how he/she shall act, the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):

This form is to be used in respect of the resolutions mentioned below as follows:

"I, of
a Member of the Company, hereby appoint
of or failing him/ her,
of as my proxy to vote for me on my behalf at the
annual or general or adjourned (as the case may be) general meeting of the Company to be held
on the day of Two Thousand and and at any adjournment
thereof.

As witness my hand this day of Two Thousand and"

Resolution No. 1 *for *against

Resolution No. 2 *for *against.

*Strike through whichever is not desired.

Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting.

Signed this day of 20[●]."

46. ~~41.~~ The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote upon a show of hands.

47. ~~42.~~ No objection shall be raised to the qualification of any voter 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 shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

Disposal of Assets

48. ~~43.~~ The Company shall not, without the prior approval of a majority of the Members in general meeting, dispose of any of its assets from time to time, otherwise than in the ordinary course of business.

Board of Directors

Appointment of Directors

49. ~~44.~~ Unless otherwise determined by ordinary resolution of the Company, the number of Directors (other than alternate Directors) shall not be less than ~~three~~four, nor more than ~~nine~~ten, in number.

50. ~~45. Save as provided in this Article, each~~Each Director's term of office shall be for a period of three years and all Directors shall be restricted to serving a maximum of two terms of office (which will ordinarily be for three years each but which could in certain circumstances be shorter ~~(but not longer save as detailed below)~~ than such period). ~~The Directors of the Company whose terms of office commence on the Effective Date ("the First Directors") will all serve until the first AGM thereafter. Prior to such AGM, the Board will select three Directors who will submit themselves for re-election and such procedure will be applied for all subsequent AGMs of the Company. The First Directors will accordingly be eligible to serve for the period prior to the meeting at which they first submit themselves for re-election even if such period exceeds three years than such period).~~
51. ~~46.~~ Directors need not be a member of a Club. Any person who is willing to act as a Director and meets the eligibility criteria mentioned, and is permitted by law to do so, may be appointed as a Director following recommendation by the Board to the AGM and appointed by ordinary resolution. It shall not be necessary to give to the Members notice of the age of any Director or person proposed to be appointed or reappointed as such.
52. ~~47.~~ If and so long as there is a sole Director, such Director may act alone in exercising all the powers and authorities of the Board.
53. ~~48.~~ The Directors ~~(subject to Article 56)~~ will not be entitled to remuneration and will not constitute employees of the Company. If any Director necessarily performs or renders any special duties or services to the Company outside the Director's ordinary duties, the Board may, if so authorised by ordinary resolution of the Company, pay such Director special remuneration and such remuneration may be by way of salary, commission, participation in profits or other as may be arranged.
- ~~49. For the avoidance of doubt, the CEO shall not be a Director of the Company.~~
54. ~~50.~~ Non-executive Directors may be appointed to fulfil specific functions and to assume defined responsibilities in addition to their general role as Director as outlined in The Regulations from time to time.
55. ~~51.~~ No less than ~~32~~ Directors of the Company will be of the female gender and no less than ~~32~~ Directors of the Company will be of the male gender, as those protected characteristics are defined in the Equality Act.
56. ~~Notwithstanding Article 53 the Company's chief executive officer, in the event that he is also a director of the Company, shall be entitled to remuneration for providing services to the Company.~~

Termination of Director's Appointment

57. ~~52.~~ A person's appointment as Director shall be terminated under any of the following circumstances:
- a. the person ceases to be a director by virtue of any provision of the Act or is prohibited by law;
 - b. the person becomes insolvent (or bankrupt in any other jurisdiction) or a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - c. a registered medical practitioner who is treating that person gives a written opinion to the Company that such person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

- d. 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;
- e. notification is received by the Company from the Director that he/she is resigning from office, and such resignation has taken effect in accordance with its terms;
- f. the person has been absent without permission of the Board for three consecutive Board meetings and the Board resolves that the person's office be vacated;
- g. the person is removed from office by unanimous decision of the remaining Directors of the Board and upon being served by a written notice of such decision;
- h. automatically upon the person having served as a Director for a completed consecutive or aggregate period of six years ~~provided that the terms of Article 45 override the terms of this Article 52(h);~~ or
- i. he is removed from office by a resolution passed pursuant to section 168 of the Act.

Conflicts of Interest

58. ~~53.~~ For the purposes of Section 175 of the Act, the Directors shall have the power to authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, involve a breach of the duty of a Director under Section 175 to avoid a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.
59. ~~54.~~ Any authorisation under Article ~~53~~58 will be effective only if:
- a. the matter in question shall have been proposed for consideration at a meeting of the Directors, in accordance with the Board's normal procedures or in such other manner as the Directors may approve; and
 - b. any requirement as to the quorum at a meeting of the Board at which the matter is considered is met without counting the director in question or any other interested director, and the matter was agreed to without their voting or would have been agreed if their votes had not been counted.
60. ~~55.~~ Any authorisation of a matter may be given on such terms as the Directors may determine. Such authorisation may be given subject to any conditions or limitations the Directors impose, whether at the time of giving the authorisation or subsequently. A Director shall comply with any obligations imposed upon him or undertakings given by him, pursuant to such authorisation. The Directors may vary or terminate any such authorisation at any time.
61. ~~56.~~ Any authorisation of a matter pursuant to these Articles shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
62. ~~57.~~ A Director shall not, in the absence of agreement to the contrary, be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him) derives from any matter authorised by the Directors in accordance with these Articles and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such profit, remuneration or benefit.

Powers of the Board

63. ~~58.~~ The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do on behalf of the Company such acts as may be exercised and done by the Company as are not by the Act or by these Articles required to be exercised or done by the Company in general meeting or otherwise by the Members.

64. ~~59.~~ Without prejudice to Article ~~58,63,~~ the Board may exercise all the powers of the Company including without limitation:

- a. to forward and carry out the objects of the Company except in respect of such matters as can only be dealt with in general meeting and to make, maintain, amend, repeal and publish the Regulations comprising (without limitation) standing orders, bye-laws, disciplinary codes and competition schedules and regulations which in the opinion of the Board are necessary in connection therewith, and to notify any changes to the Regulations within 31 working days after they are made to the Members and the Affiliated Clubs, and in any event, prior to each AGM;
- b. should any Director of the Company be unable to continue for his/her full term of office by virtue of any of the circumstances covered by Article ~~5257~~ arising, the Board shall have the power to co-opt a person to serve until the following AGM when he/she shall be put forward for formal election. The person so elected shall retire at the time when the Director member whose place he/she has filled would have been due to retire, except that, if not more than one year of office remains, he/she is eligible for re-election for a full term in addition to the period of the vacancy;
- c. to appoint the CEO and any such additional members of staff as may be considered necessary and to fix their duties and remuneration;
- d. to maintain records of attendance and minutes of all meetings of the Board and other Committee meetings;
- e. to maintain full and correct financial arrangements and records for the Company. Annual accounts shall be prepared. It shall be mandatory for the annual accounts to be independently audited by the Auditor for presentation at the AGM. The Board will not have the power to dispense with the Audit;
- f. subject to Article ~~70,76,~~ to nominate the President, Senior Vice President, Junior Vice President, Chairman and Directors;
- g. to appoint Committees and/or sub-Committees and/or panels and/or advisers, delegate such powers and duties as may be deemed necessary to such Committees or sub-Committees and promulgate rules and protocols regulating proceedings of such Committees or sub-Committees. The Board will be required to appoint:
 - ~~i. an Audit and Governance Committee comprising 1 Director (who shall act in an ex officio capacity) and 4 independent co-opted persons. The appointment of the Director and the 4 independent co-opted persons to the Audit and Governance Committee will be put before the first AGM falling after such appointment for ratification by the Members. One of the independent co-opted persons will act as the chairman of the Audit and Governance Committee, which will be a permanent Committee of the Board. The~~

Company and the Board shall give the Audit and Governance Committee full and unlimited access to all information it requires to discharge its role; and

- i. ~~ii. with effect from the year following the first AGM of the Company,~~ the Nominations Panel (comprising a representative from the Clubs, and one each from the Areas and the Counties, together with the Chairman), which will seek nomination of suitable candidates who have made a significant contribution to Scottish Amateur Golf (as defined in the Company's Memorandum of Association) for the positions of President, Senior Vice President and Junior Vice President from the Areas, the Counties and the Clubs;
- h. to appoint Scottish Representatives and, where applicable, their respective deputies to any other organisations as required;
- i. to appoint such officials and committees as may be deemed necessary to manage the Company's competitions;
- j. to co-opt any person as may be deemed necessary for any specific purpose;
- k. to review Application Forms and to elect Members;
- l. to take and enforce such action of a disciplinary nature (including the expulsion of a Member) as may be required against any official or player representing the Company and/or against any Member or Participating Individual in respect of any breach or infringement of the Articles, the Regulations and/or of the Rules of Golf and of Amateur Status and to make, maintain and publish such regulations as may be considered necessary for this purpose;
- m. to borrow funds and obtain credit up to a limit of £250,000. Any borrowing in excess of this must be approved by the Company in general meeting;
- n. to mortgage or charge the Company's undertaking and property, or any part thereof, and to issue securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party;
- o. to be the sole authority for interpretation of the Regulations made by it from time to time. The decision of the Board shall be final and binding in respect of any question of interpretation, dispute or query which arises over the Regulations; and
- p. to obtain and maintain insurance cover from reputable insurance providers against all the risks relevant to the Company (including public liability and employer's liability) at such level as the Board considers appropriate in all the circumstances.

Committees of the Board

65. ~~60.~~ In addition to and without prejudice to the terms of Article ~~56~~64(Gg), the Board may appoint Committees of some or all of the Directors, together with such co-opted persons as the Board thinks fit in the circumstances.
66. ~~61.~~ Without prejudice to the generality of Article ~~60,65.~~ Committees of the Board may be appointed in accordance with Article ~~59~~64 to fulfil specific functions and to assume defined responsibilities as outlined in The Regulations from time to time.

67. ~~62.~~ Each of the Committees referred to in Article ~~61~~66 shall be chaired by the Director with responsibility for the relevant area. The role of such Directors on such Committees shall be supervisory, providing a link between the Committee and the Board. The role shall not be executive.

68. ~~63.~~ Each member of a Committee shall serve a three-year period of office on such Committee and all Committee members shall be restricted to serving a maximum of two terms of office. The Board will determine a procedure for the rotation of members of a Committee in order to achieve continuity of each Committee.

Directors' Expenses

69. ~~64.~~ The Directors may be paid all travelling, hotel and other reasonable expenses properly incurred by them in connection with their attendance at meetings of Directors or Committee of Directors or general meetings of the Company or otherwise in connection with the discharge of their duties.

Proceedings of the Board

70. ~~65.~~ Subject to the provisions of the Articles, the Board may regulate its proceedings as it considers fit. Any Director may call a meeting of the Board. It shall not be competent for a Director to appoint an alternate director.

71. ~~66.~~ The Chairman shall preside as chairman at every meeting of the Board, but if there be no such Chairman or if at any meeting the Chairman shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, then in any such case, the Directors present shall choose another member of the Board who shall be present to preside.

72. ~~67.~~ Matters arising at such a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman, subject to the aforementioned Articles relating to a conflict of interest, shall have the casting vote.

73. ~~68.~~ Any Director or member of a Committee of Directors may participate in a meeting of the Board or of such Committee by means of video-conferencing, conference telephone or similar equipment whereby all persons participating in the meeting can hear and speak to each other, and by participation in this manner shall be deemed to be present at the meeting and shall accordingly form part of the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting is.

74. The quorum for any Directors' meetings shall be three Directors.

Scottish Golf Forums

75. ~~69.~~ Representatives of each Area and County will meet on both a regional (where more local issues can be addressed, focussing~~focusing~~ on matters affecting Clubs and golfers in the relevant part of the country) and national (to allow for larger scale issues in all parts of the country to be aired) basis at Scottish Golf Forums to consider current and major issues facing Scottish golf, and to express views to the Board on these issues. Agendas and topics will be set by the Areas and the Counties. The Board shall give due consideration to the views expressed at these Scottish Golf Forums. The Scottish Golf Forums shall meet in groupings, at a frequency and in a format determined by the Board, in consultation with the Areas and Counties. The Scottish Golf Forums shall be chaired by the President or a Vice President and shall be attended by a member of the Audit and Governance Committee. The

Company shall provide such resources as are necessary to allow the Scottish Golf Forums to operate effectively.

The President and the Vice Presidents

76. ~~70.~~The President, the Senior Vice President and the Junior Vice President will be elected at each AGM of the Company. The candidates for President, Senior Vice President and Junior Vice President will be as nominated by the Board (following consideration of the views of the Nominations Panel) who will take into consideration the achievements, status and contribution to golf of the candidates.
77. ~~71.~~At all times, at least one of the President, the Senior Vice President and the Junior Vice President will be of the female gender and at least one of the President, the Senior Vice President and the Junior Vice President will be of the male gender, as those protected characteristics are defined in the Equality Act.
78. ~~72.~~The President, the Senior Vice President and the Junior Vice President will each serve in office for a maximum of one term, with each term of office being one year (i.e. for the period from the AGM at which they were elected until the following AGM), ~~save for the first President, Senior Vice President and Junior Vice President (whose maximum term of office will be from the date of their respective appointments until the 2017 AGM of the Company).~~
79. ~~The President may be a member of the Board.~~
80. ~~73.~~Neither ~~the President,~~ the Senior Vice President nor the Junior Vice President will be a member of the Board but will be entitled to attend the meetings of the Board as an observer and to receive all papers (including the agendas) issued in connection with any Board meeting. Neither ~~the President,~~ the Senior Vice President nor the Junior Vice President will have a voice at any meeting of the Board nor will any of them have any authority to bind the Company in any way. They will seek to represent the Company when requested by the Board to do so and will use their reasonable endeavours to promote the interests of the Company.
81. ~~74.~~The Senior Vice President and the Junior Vice President will support the President in the discharge of his/her functions in whatever manner the President and/or the Board will request. In particular, should the President be unable to carry out representative functions on behalf of the Company, then the Senior Vice President (whom failing the Junior Vice President) will whenever available deputise for him/her or shall attend events which clash with other engagements of the President.

Winding Up

75. ~~If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities and the payment of £1 to the Members, any property whatsoever, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some other society, institution or organisation having objects similar to the objects of the Company and which shall prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under or by virtue hereof such a society, institution or organisation to be determined by the full members of the Company at or before the time of dissolution or winding up and in so far as effect cannot be given to such provision then to some philanthropic or charitable purpose.~~

Notices

82. ~~76.~~ Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
83. ~~77.~~ A notice may be served by the Company upon any Member either personally ~~or,~~ by sending it through the post in a pre-paid letter addressed to each Member at their last known address or (if previously consented to by the Member) pursuant to Article 85 (f) or (g).
84. ~~78.~~ Notice shall be deemed to have been served on the working day following that on which the envelope containing the notice is put into the post and, in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed.

Administrative Arrangements

Means of Communication to be used

85. ~~79.~~ Subject to Article 81,84, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- a. if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - b. if sent by fax, at the time of transmission; or
 - c. if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - d. if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
 - e. if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - f. if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - g. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
 - h. Provided that if deemed receipt under the previous paragraphs of this Article 8085 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a Business Day), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt and "Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Edinburgh.
86. ~~80.~~ To prove service, it is sufficient to prove that:
- a. if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - b. if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or

- c. if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- d. if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

Indemnity and Insurance

87. ~~81.~~ 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 Company ~~shall~~may be indemnified out of the assets of the Company against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with an application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

88. ~~82.~~ The Directors shall have power to purchase and maintain insurance for, or for the benefit of, any persons who are or were at any time Directors, ~~or~~or officers, ~~or employees~~ of the Company or any subsidiary of the Company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of an act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company or subsidiary undertaking.