

Company No SC748672

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

Scottish Rugby Union (as amended)

Edinburgh, 8 December 2023

Certified a true copy of the Articles of Association of Scottish Rugby Union, as amended on 18 November 2023.


Robert M Howat
Company Secretary

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THE COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

of

Scottish Rugby Union (the “Union”)

Incorporated 28 October 2022

**(Adopted by special resolution on 1 November 2022, as amended by special resolutions passed on
18 November 2023)**

1. EXCLUSION OF MODEL ARTICLES

None of the regulations contained in the Companies (Model Articles) Regulations 2008 apply to the Union and these Articles alone are the Articles of association of the Union.

2. INTERPRETATION

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

“Act”	means the Companies Act 2006
“Affiliate Member”	has the meaning given to it in Article 3.3.4
“Affiliated Bodies”	has the meaning given to it in Article 3.3.4
“Annual General Meeting”	means the Annual General Meeting of the Union as provided for in Article 31
“Associate Bodies”	has the meaning given to it in Article 3.3.4 and an “Associated Body” is one of them
“Associate Member”	has the meaning given to it in Article 3.3.4
“Articles”	means these Articles of association
“Board”	means the board of directors of the Union
“Chair”	has the meaning given in Article 19.1
“CRB or Club Rugby Board”	means a standing committee of the Union responsible for the strategic vision, mission, and development of the club game in Scotland which is constituted via a delegated authority from the Board pursuant to the terms of Article 13

“CRB Criteria”	has the meaning given in Article 13.5
“Companies Acts”	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Union
“Custodian Director”	means a director of the Union, and includes any person occupying the position of director, by whatever name called
“Custodian Director Consent”	means the prior written approval of a majority of the Custodian Directors
“Custodian Director Criteria”	has the meaning given to in Article 30.7
“Director of Rugby Development”	means the director of rugby development (or equivalent) appointed by SRL
“Eligible Custodian Director”	means a Custodian Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Custodian Directors’ meeting (but excluding any Custodian Director whose vote is not to be counted in respect of a particular matter)
“Fora”	means the fora set out in Article 13.6 responsible for nominating members of the CRB, in accordance with these Articles
“Former Association”	means the unincorporated association known as the Scottish Rugby Union
“Full Member”	has the meaning given to it in Article 3.3.1
“Full Membership Qualifications”	has the meaning given to it in Article 4.6
“Group”	means the Union and its subsidiaries
“Honorary Member”	has the meaning given to it in Article 3.3.4
“Immediate Past President”	means the outgoing president of the Former Association or the Union as the case may be
“Independent Director”	means a director who is deemed to be independent pursuant to the UK Corporate Governance Code as applicable to listed companies
“Member”	means a member of the Union from time to time
“Nominations Committee”	means a sub-committee of the Union responsible for considering the suitability of candidates for appointments to the Board and the CRB, and making recommendations about the same, and determining election procedures for Fora, in collaboration with SRL
“Objects”	means the objects of the Union set out in Article 8
“President”	shall be the person holding the office of president of the Former Association as at the date of incorporation of the Union or, as the case may be, the person appointed as President in accordance with these Articles
“Proxy Notice”	has the meaning given in Article 39

"Relevant Custodian Director"	means any Custodian Director or former Custodian Director of the Union
"Relevant Loss"	means any loss or liability which has been or may be incurred by a Relevant Custodian Director in connection with that Custodian Director's duties or powers in relation to the Union
"Relevant Officer"	means any director or other officer of the Union or an associated company (including any such company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act, but excluding in each case any person engaged by the Union (or associated company) as auditor (whether or not (s)he is also a director or other officer), to the extent (s)he acts in his/her capacity as auditor)
"SRL"	means currently Scottish Rugby Limited (SC132061), the Union's wholly-owned subsidiary
"SRL Board"	means the board of directors of SRL
"Standing Invitees"	means those individuals who are invited to attend meetings of the Board with full information rights but who are not entitled to vote at such meetings
"Taxes Acts"	means the Finance Act 2010 and references made therein to and the relevant tax legislation in force
"Vice-President"	means the person to be appointed as vice-president of the Union pursuant to Article 30.3

2.2 References in these Articles to a document includes, unless otherwise specified any document sent or supplied in electronic form.

2.3 References in these Articles to "**writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2.4 Unless the context otherwise requires:-

2.4.1 words importing the singular include the plural and vice versa;

2.4.2 words importing any gender include all other genders; and

2.4.3 words importing natural persons include corporations.

2.5 Words or expressions contained in these Articles which are defined in the Act have the same meaning as in the Act in force on the date of adoption of these Articles including the following words which are defined in the following sections of the Act:-

Word(s)/Expression	Section number in Act
electronic form	section 1168
hard copy form	section 1168
ordinary resolution	section 282
special resolution	section 283
working day	section 1173

Word(s)/Expression	Section number in Act
Connected	sections 252 to 256
2.6	A reference to an Article by number is to the relevant Article of these Articles.
2.7	Headings used in these Articles shall not affect their construction or interpretation.
2.8	References to any statute or section of a statute shall include reference to any statutory amendment, extension, modification or re-enactment of such statute or section of a statute.
3.	NAME AND MEMBERSHIP
3.1	The name of the Union shall be Scottish Rugby Union.
3.2	Membership on behalf of clubs constituted as unincorporated associations through their management committee members shall be registered in the name of the relevant unincorporated association.
3.3	Membership shall comprise of:-
3.3.1	full voting members comprising rugby union clubs which have been admitted as such, being as at the date of adoption of these Articles the full members of the Former Association as listed in the Schedule (" Full Members ");
3.3.2	associate members comprising rugby union clubs which have been admitted as such, being as at the date of adoption of these Articles the associate members of the Former Association as listed in the Schedule (" Associate Members ");
3.3.3	other voting members comprising associated bodies (" Associated Bodies ") which have been admitted as such, being as at the date of adoption of these Articles the associated bodies of the Former Association, namely:-
	(a) the Scottish Rugby Union Schools Division; and
	(b) the Scottish Rugby Union Referees Association;
3.3.4	non-voting members comprising:-
	(a) affiliate members (" Affiliate Members ") comprising:-
	(i) the registered holders of debentures issued by or on behalf of the Former Association or by SRL as at the date of adoption of these Articles;
	(ii) any rugby playing schools in Scotland which have been admitted as such, being as at the date of adoption of these Articles the schools admitted as affiliate members of the Former Association as listed in the Schedule;
	(iii) ex officio Members comprising past presidents of the Former Association or the Union; and the Board, the CRB and the non-executive directors of SRL during their terms of office,
	(b) honorary members (" Honorary Members ") comprising:-
	(i) members of external rugby unions playing rugby football who are or have been invited by the Former Association, Union, CRB or SRL to play rugby football in Scotland during the period of their stay in Scotland as guests for the purpose of playing rugby football; and

- (ii) any other past player or person of distinction who has been admitted as such, being as at the date of adoption of these Articles those individuals so honoured by the Former Association, and whom the CRB desire to honour by election to membership, temporary or permanent;
- (c) affiliated bodies ("**Affiliated Bodies**") comprising such bodies as may be admitted by the Board from time to time as appropriate to be affiliated to the Union.

4. APPLICATIONS FOR MEMBERSHIP

- 4.1 Subject to Articles 4.2 and 4.4, no club, organisation or person shall become a Member of the Union after the date of adoption of these Articles unless:-
 - 4.1.1 that club, organisation or person has completed an application for the relevant class of membership in a form approved by the CRB; and
 - 4.1.2 the CRB or the Board has approved the application.
- 4.2 Any person may be invited to become an Honorary Member following majority approval by the CRB.
- 4.3 Subject to Article 4.12, the CRB has absolute discretion as to the admission of any Member. Each application for membership must, so far as practicable, be considered at the first meeting of the CRB which takes place after receipt of such application and the CRB must notify the applicant of their decision on the application within a reasonable time after such meeting.
- 4.4 Each Full Member and Associate Member of the Union shall be allocated to the appropriate Forum by the CRB.
- 4.5 Subject to Article 4.6, an Associate Member shall be eligible to become a Full Member provided that such Associate Member is duly proposed and seconded by two Full Members from the same Forum as the relevant Associate Member.
- 4.6 No Associate Member shall be eligible to become a Full Member unless it has the following qualifications ("**Full Membership Qualifications**"):-
 - 4.6.1 the Associate Member has been an Associate Member for a period of not less than three continuous years immediately prior to the date of the application;
 - 4.6.2 the CRB is satisfied that the Associate Member has ownership or satisfactory tenure of, or the right to use adequate facilities for changing, and for training and playing rugby;
 - 4.6.3 the Associate Member has had an average membership of not less than fifty individuals in the immediately preceding three-year period; and
 - 4.6.4 the Associate Member has played for three full seasons in the preceding 5 year period, disregarding any season declared null and void, in a league which is designated as a qualifying league by the CRB.
- 4.7 Any club playing rugby football under the auspices of the Union and which is not a Full Member shall be eligible for and may be admitted as an Associate Member. An application for Associate Member membership shall require to be made in writing to the CRB and must be countersigned in support of the application by an office-bearer of two Full Members from the Forum in which the applicant club is geographically situated.
- 4.8 An application for membership as a Full Member or an Associate Member by a club whose home ground is situated outside Scotland must be countersigned by an office-bearer of any two Full Members (regardless of their geographic Fora).
- 4.9 If a Full Member fails to maintain Full Membership Qualifications for a continuous period of three years the CRB may resolve, having first provided the Member in question with an opportunity to be

heard on the matter of membership before a final decision is made, to remove such Member as a Full Member and such Member shall automatically become an Associate Member.

4.10 If a Full Member or an Associate Member wishes to transfer its assets and liabilities to another entity or organisation for the purposes of re-structuring or reorganisation, or to change its registered name then such Member may do so and the successor entity or organisation shall replace such Member as Full or Associate Member or its name be changed, provided that the CRB has approved such scheme of re-structuring or reorganisation or name change. Any approval granted may be subject to such conditions as the CRB, acting reasonably, may impose.

4.11 No legal entity (including but not limited to an individual, body corporate, unincorporated body, partnership or trust) may own or control more than one Member whether acting on its own or in concert with any other entity or entities. Entities will be deemed to be acting in concert if:-

4.11.1 they are controlled by another entity; or

4.11.2 pursuant to an agreement or understanding (whether formal or informal) such entities actively co-operate to obtain or consolidate control of a club, or to share in the potential financial success or failure of such a club or any of its business enterprises.

And for the purposes of this Article 4.11 "control" means:-

(a) in relation to any Members which are not bodies corporate, the power of a legal person or legal persons acting alone or in concert to secure, by virtue of the rules regulating the Member that the affairs of the Member are or could be conducted in accordance with their wishes, or

(b) in relation to a Member which is a body corporate, that the entity or entities acting in concert either directly or indirectly has or would have a controlling interest in the Member or (although not having such an interest in the Member) such entities are capable of securing that the affairs of the Member are conducted in accordance with their wishes, and for this purpose an entity has or entities acting in concert have a controlling interest in a Member if it or they hold directly or indirectly 25% or more of the equity capital or voting power in it.

4.12 Before admission as a Full Member pursuant to this Article 4 becomes effective, the admission must be ratified by a vote, as an ordinary resolution, of those present and entitled to vote, at the first Annual General Meeting of the Union falling after the approval by the CRB. .

5. **TERMINATION OF MEMBERSHIP**

5.1 A Member may withdraw from membership of the Union by giving seven days' notice to the Union in writing.

5.2 Membership of the Union is not transferable.

5.3 Membership of the Union shall terminate, or in the case of Article 5.3.2, terminate or be suspended for such period as may be declared at that time:-

5.3.1 if the Member is an unincorporated body, trust or other organisation or institution and it is wound up or otherwise dissolved; or

5.3.2 if in the view of the CRB (acting by majority) , the Member has done any act or thing prejudicial to the interests of the Union (or omitted to do any act or thing the result of which omission is prejudicial to the interests of the Union) and the CRB has given written notice to the Member of the intention to terminate or suspend its membership, and the relevant Member has been given the right to be heard by the Board before a final decision is then made by the Board.

5.4 The Board shall determine the annual dues, if any, of each class of Membership.

6. LIABILITY OF MEMBERS AND WINDING UP

6.1 The liability of each Member is limited to £1. Every Member must contribute £1 to the assets of the Union if it is wound up while (s)he or they is or are a Member or within one year after (s)he ceases to be a Member, for:-

6.1.1 payment of the debts and liabilities of the Union contracted before (s)he ceased to be a Member;

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

6.1.3 for the adjustment of the rights of the contributories among themselves.

6.2 If upon a winding up or dissolution of the Union and after satisfaction of its debts, there remains any assets or property, such assets or property must be given or transferred to some other body or institution (whether incorporated or not) whose objects are similar to the Objects and whose constitution prohibits the distribution of its income and property among its or their Members to the extent at least as great as is imposed on the Union under Article 8.

6.3 The Members must, prior to the dissolution of the Union, determine the identity of the body or institution referred to in Article 6.2. If no such determination has been made, the Custodian Directors must ask the Chair to make such determination.

7. CUSTODIAN DIRECTORS' GENERAL AUTHORITY

Subject to Article 8, the Custodian Directors are responsible for the management of the Union's business, for which purpose they may exercise all the powers of the Union set out in Article 9.

8. OBJECTS

8.1 The objects and purposes for which the Union is established are the following activities:-

8.1.1 to promote, encourage and extend the game of rugby football throughout Scotland;

8.1.2 to be the apex of the game of rugby union in Scotland, and through the Board, to exercise effective oversight, monitoring and review of the activities of the CRB and SRL;

8.1.3 to be a member of World Rugby and such other bodies as the SRL Board may from time to time recommend to the Board and to facilitate the playing of representative rugby at all levels;

8.1.4 to promote domestic rugby, professional rugby, and trial, representative, international and other matches and other variants of the game which may be for the good of rugby football;

8.1.5 to represent, through the Board, the interests of the Members in its interactions with the SRL Board and CRB;

8.1.6 to keep the Articles under review and to propose changes thereto to the Members, as appropriate;

8.1.7 to prepare and agree, through the Board, a code of conduct for the Group; and

8.1.8 to further the organisation, administration, operation, participation in and development of the game of rugby union in Scotland.

9. POWERS

9.1 In furtherance only of the foregoing objects (but not otherwise), the Union has the following powers:-

9.1.1 to undertake and organise schemes for the raising of money, other financial support and assistance in kind, and appeals both public and private, and resulting from such schemes

or appeals, to receive and accept by way of gifts, donations, covenants, legacies, bequests, grants, sponsorship, subscriptions or otherwise money, assistance in kind and property, of any nature or description (including freehold, heritable, leasehold, moveable, real or personal, tangible or intangible property), for the purpose of furthering the Objects and to accept the same either unconditionally or subject to such conditions as may be agreed but so that no such conditions shall be inconsistent with the Objects;

- 9.1.2 to act in concert, consult or make arrangements with any company, corporation, central government department, local or public authority, society, association or other agency, body, person or organisation now or hereafter constituted with a view to promoting any of the Objects;
- 9.1.3 to receive and raise money for the purposes of the Union by borrowing on such terms and on such security as may be thought fit;
- 9.1.4 to lend or advance money or give credit with or without security to such persons and companies and on such terms as may be thought fit and to guarantee and/or give security for the payment of money by, or the performance of obligations of any kind (including without prejudice to the generality hereof the payment or repayment of principal, interest, dividends and premiums on, and any other monies due in respect of, any stocks, shares, debentures, debenture stock or other securities or borrowings) by the Union;
- 9.1.5 to invest and reinvest the funds and assets of the Union not immediately required in such securities, shares, stocks, debentures, loan stock, other investments or property, whether freehold, heritable, leasehold, moveable, real or personal, tangible or intangible or otherwise as the Custodian Directors think fit;
- 9.1.6 to form a guarantee fund or funds and to receive guarantees from public bodies, corporations, firms or other persons, whether members of the Union or not, guaranteeing sums of money for the purposes of, or in connection with, the carrying out of the objects of the Union or promoting any entertainment function or event pursuant to the Objects or any of them and defraying the expense incurred in promoting any such entertainment function or event or any loss resulting therefrom and that on such terms as the Custodian Directors may think fit, and which guarantee may be in favour of the Union or of any bank, corporation, firm or person who/which shall lend money to the Union;
- 9.1.7 to fund research or other projects and appoint third parties (including members of the Union) to carry out research projects;
- 9.1.8 to promote or establish or concur in promoting or establishing any other company or body for any purpose which may, directly or indirectly, benefit or advance the objects or interests of the Union and to acquire and hold as investments of the Union or otherwise deal with as may be considered fit any shares, stock, debentures, debenture stock or securities of any such company;
- 9.1.9 to hold conferences, meetings, lectures and exhibitions for the consideration and discussion of matters concerning or affecting or incidental to the Objects and to issue reports of proceedings of conferences, meetings, lectures and exhibitions and generally to collect, collate, exchange and publish information and advice in furtherance of the Objects;
- 9.1.10 to organise and finance education and training courses concerned with the Objects including, without limiting the generality of the foregoing, seminars, study groups, discussions and courses;
- 9.1.11 to provide and arrange facilities for travel, accommodation and catering for persons involved in the Union's activities;
- 9.1.12 to prepare, edit, print, publish, issue, acquire, sell and circulate (or to assist in the same) such books, papers, magazines, periodicals, gazettes, publications, circulars and other literary undertakings and films and other visual or audio aids as the Union may think desirable for the promotion of the Objects;

- 9.1.13 to establish and maintain a library and collection of literature, films, recordings and other materials relating to all things connected with or incidental to any of the Objects;
- 9.1.14 to apply for, purchase or otherwise acquire and protect any patents, patent rights, know how, concessions and other intellectual property rights which may appear likely to be advantageous or useful for the furtherance of the Objects and to deal with or dispose of such intellectual property rights as the Custodian Directors from time to time direct;
- 9.1.15 to apply for and hold all necessary permissions, licences and authorities which are necessary or desirable for or in connection with the carrying out of the Union's activities;
- 9.1.16 to enter into agreements and arrangements with international, national and local authorities and other bodies and persons;
- 9.1.17 to operate, carry on and supply any ancillary businesses or services necessary or desirable in connection with the Union's activities;
- 9.1.18 to draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments;
- 9.1.19 to purchase, develop, take on, lease, or otherwise acquire and hold, sell, exchange, feu, lease, mortgage, charge, hire or otherwise deal with or dispose of any lands, houses, buildings, equipment, goods and other property whether freehold, heritable, leasehold, moveable, real or personal, tangible or intangible or otherwise, and any rights or privileges necessary or convenient for the purposes of the Union and to erect, construct, lay down, enlarge, alter and maintain and from time to time renew any buildings and other works necessary or convenient for the purposes of the Union;
- 9.1.20 for the benefit of any persons who are or shall have been, at any time, in the employment or service of the Union and/or the spouses and surviving spouses, families or dependants of such persons:-
 - (a) to grant, pay or provide or procure the grant, payment or provision of donations, allowances, pensions or emoluments to and to procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund or arrangement or life assurance scheme or arrangement;
 - (b) to establish, subsidise, subscribe to or support or procure the establishment or subsidy of or subscription to any institution, associations, clubs, funds or trusts; and
 - (c) to make payments for or towards the insurance of any such persons as aforesaid in respect of the performance of their duties to the Union;
- 9.1.21 to do or procure to be done any of the matters referred to in Articles 9.1.1 to 9.1.20 by the Union either alone or in conjunction with any other company or person;
- 9.1.22 to employ or engage all such officers, employees, consultants, advisers and agents as may be required for the purposes of the Union;
- 9.1.23 to undertake and execute any charitable trusts, gratuitously or otherwise, the undertaking or execution of which may be incidental to the attainment of the objects of the Union or any of them;
- 9.1.24 to amalgamate with or affiliate to the Union or acquire the assets of any company, society, institution, public body (including any local authority) or person having any objects similar to those of the Union in such manner and that on such terms and conditions as may be found expedient and as may be approved by the Union in general meeting, and/or to sell or otherwise dispose of the whole or any part of the property, undertaking and assets of the Union to any such company, society, institution, public body (including any local

authority) or person and that in such manner and that on such terms and conditions as may be approved by the Union in general meeting;

- 9.1.25 to enter into any agreements and/or arrangements with any government or authority, national, supreme, municipal, local or otherwise and to obtain from any such government or authority any rights, concessions, privileges that may seem to further any or all of the Objects;
- 9.1.26 to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interests, reciprocal concessions or co-operation with any person, partnership or company carrying on, engaged in or about to carry on or engage in any business or transaction which the Union is authorised to carry on or engage in or any business capable of being conducted so as to directly or indirectly further the objects of the Union and to take or otherwise acquire and hold shares or stock in or securities of, and to make grants to or otherwise assist any person, partnership or company and to sell, hold, re issue with or without guarantee or otherwise deal with such shares, stock or securities;
- 9.1.27 to make such charge for any of its services as the Union thinks fit including, without prejudice to the foregoing generality, interest charges on loans made by the Union;
- 9.1.28 to pay any or all expenses incurred in connection with the promotion, formation, incorporation, conduct and winding up of the Union and to contract with any person to pay the same;
- 9.1.29 to effect insurance of any kind (which may include officers' liability insurance);
- 9.1.30 to carry on any other activity which may seem to the Union capable of being conveniently carried on in connection with any activity which the Union is authorised to carry on or may seem to the Union calculated directly or indirectly to benefit the Union or to enhance the value of or render profitable any of the Union's properties or rights; and
- 9.1.31 to do all such other acts and things as may be incidental or conducive to the attainment of the objects of the Union or any of them, PROVIDED THAT if the Union holds any property which may be subject to any trusts, the Union must only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- 9.1.32 to delegate all or part of these powers, as provided for in these Articles.

10. **DIVIDENDS**

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

11. **CUSTODIAN DIRECTORS MAY DELEGATE**

11.1 The Custodian Directors may delegate any of the powers which are conferred on them under these Articles:-

- 11.1.1 to such person or committee (including, without prejudice to the foregoing generality, the CRB and SRL);
- 11.1.2 by such means (including by power of attorney);
- 11.1.3 to such an extent;
- 11.1.4 in relation to such matters or territories; and
- 11.1.5 on such terms and conditions,

as they think fit.

11.2 If the Custodian Directors so specify, any such delegation may authorise further delegation of the Custodian Directors' powers by any person to whom they are delegated.

12. COMMITTEES

12.1 Committees of the Board or the Union to which the Custodian Directors delegate any of their powers (including where applicable the CRB) must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Custodian Directors.

12.2 The Custodian Directors may make rules of procedure for all or any committees of the Board or the Union, which prevail over rules derived from the Articles if they are not consistent with them.

12.3 Custodian Directors shall establish an independent Standing Committee on Governance, which will be entitled to review and make recommendations in relation to issues of governance.

13. CLUB RUGBY BOARD

13.1 The Custodian Directors shall establish the CRB.

13.2 The number of members of the CRB shall be determined by the Custodian Directors in consultation with the SRL Board and the initial membership shall be fifteen members.

13.3 The Vice-President shall be appointed (*ex officio*) as chair of the CRB.

13.4 The Director of Rugby Development shall be appointed (*ex officio*) as a member of the CRB.

13.5 Other members of the CRB shall be nominated by the relevant Fora pursuant to election criteria published by the Union from time to time which shall include criteria for good standing and a suitable skills matrix which will set out the skill sets desired of members of the CRB (the "**CRB Criteria**").

13.6 Members of the CRB "shall be nominated by each of the following Fora, or such other Fora as may be established in future, following election procedures to be determined by the Nominations Committee in collaboration with SRL:-

- (a) Women's Forum Representative;
- (b) Premier League Forum Representative;
- (c) National League 1 Forum Representative;
- (d) National League 2 Forum Representative;
- (e) National League 3 Forum Representative;
- (f) Match Officials Representative;
- (g) Edinburgh Area Forum Representative;
- (h) Glasgow North Area Representative;
- (i) Glasgow South Area Representative;
- (j) Midlands Area Representative;
- (k) North Area Representative;
- (l) Borders Area Representative; and
- (m) Schools and Youth Forum Representative.

13.7 Following the date of adoption of these Articles, in addition to the Vice-President and the Director of Rugby Development, the initial members of the CRB shall be those persons holding the positions set out in Article 13.6(a) to (m) inclusive in the Former Association as at the date of the adoption of these Articles until such time as the period of their appointment under the Former Association expires or their tenure ends for any other reason.

13.8 CRB members are expected to attend all CRB meetings as convened by the chair of the CRB not less than quarterly at mutually agreed dates.

14. **CUSTODIAN DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

14.1 The general rule about decision-making by Custodian Directors is that any decision of the Custodian Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 14.

14.2 If:-

14.2.1 the Union only has one Custodian Director; and

14.2.2 no provision of these Articles requires it to have more than one Custodian Director,

the general rule does not apply and the sole Custodian Director may take decisions without regard to any of the provisions of these Articles relating to Custodian Directors' decision-making.

14.3 All acts done by a meeting of Custodian Directors, or a committee of Custodian Directors or by any Custodian Director shall be valid notwithstanding the participation in any vote of a Custodian Director who:-

14.3.1 was not entitled to vote on the matter, whether by reason of conflict of interest or otherwise;

14.3.2 as a result of a defect in the appointment of such Custodian Director such Custodian Director had not been properly appointed; or

14.3.3 was disqualified from holding office; or

14.3.4 had been obliged by these Articles to vacate office or had previously retired,

if without the vote of that Custodian Director and that Custodian Director being counted in the quorum the decision has been made by a majority of the Custodian Directors at a quorate meeting.

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

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

14.6 A decision may not be taken in accordance with this Article if the Eligible Custodian Directors would not have formed a quorum at a Custodian Directors' meeting.

15. **DECISIONS NOT TAKEN AT A MEETING**

15.1 A decision of the Custodian Directors is taken in accordance with this Article when a majority of Eligible Custodian Directors indicate to each other by any means that they share a common view on a matter.

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

15.3 A decision may not be taken in accordance with this Article if the Eligible Custodian Directors would not have formed a quorum at a Custodian Directors' meeting.

16. **CALLING A CUSTODIAN DIRECTORS' MEETING**

16.1 Any Custodian Director may call a Custodian Directors' meeting by giving notice of the meeting to the Custodian Directors or by authorising the company secretary (if any) to give such notice.

16.2 Notice of any Custodian Directors' meeting must indicate:-

16.2.1 its proposed date and time;

16.2.2 where it is to take place; and

16.2.3 if it is anticipated that Custodian 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.

16.3 At least seven days' notice of a Custodian Directors' meeting must be given to each Custodian Director (or such lesser notice as all the Custodian Directors may agree). Notice of a Custodian Directors' meeting must be given to each Custodian Director in writing.

16.4 Notice of a Custodian Directors' meeting need not be given to Custodian Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Union 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.

17. **PARTICIPATION IN CUSTODIAN DIRECTORS' MEETINGS**

17.1 Custodian Directors participate in a Custodian Directors' meeting, or part of a Custodian Directors' meeting, when:-

17.1.1 the meeting has been called and takes place in accordance with these Articles; and

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

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

17.3 If all the Custodian 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.

18. **QUORUM FOR CUSTODIAN DIRECTORS' MEETINGS**

18.1 At a Custodian Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

18.2 The quorum for Custodian Directors' meetings may be fixed from time to time by a decision of the Custodian Directors, but it must never be less than one third of the total number of Custodian Directors, and unless otherwise fixed it is one third of the total number of Custodian Directors.

18.3 If the total number of Custodian Directors for the time being is less than the quorum required, the Custodian Directors must not take any decision other than a decision:-

18.3.1 to appoint further Custodian Directors, or

18.3.2 to call a general meeting so as to enable the Members to appoint further Custodian Directors.

19. **CHAIRING OF CUSTODIAN DIRECTORS' MEETINGS**

- 19.1 The Custodian Directors shall appoint an Independent chair following a nomination process. The person so appointed shall chair Custodian Directors' meetings and shall be known as the Chair.
- 19.2 If the Chair is not participating in a Custodian Directors' meeting within ten minutes of the time at which it was to start, the participating Custodian Directors must appoint the President, whom failing, the Vice-President, whom failing, one of themselves to chair it.
- 19.3 The initial Chair shall be appointed for an initial period of 12 months and, subject to Custodian Director Consent, may remain in office for a maximum office term of a further 2 consecutive 12-month periods. Following that, the initial Chair shall be eligible for re-appointment as Chair for one additional three-year term in any twelve-year period.
- 19.4 Subsequent Chairs shall serve for a term of three years and shall be eligible for re-appointment for one additional three-year term in any twelve-year period.

20. **CASTING VOTE**

If the numbers of votes for and against a proposal are equal, the Chair or other Custodian Director chairing the meeting has a casting vote unless the Chair or other Custodian Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

21. **CONFLICTS OF INTERESTS**

- 21.1 Each of the Custodian Directors shall, in exercising his functions in his capacity as a Custodian Director, act in the interests of the Union, and in particular must:-
- 21.1.1 act in good faith in a way that would be most likely to promote the success of the Union to the benefit of the purposes of the Union;
- 21.1.2 seek, in good faith, to ensure that the Union acts in a manner which is consistent with and furthers its purposes;
- 21.1.3 act with such care and diligence as is reasonable to expect a person who is managing the affairs of another person, having regard in particular:-
- (a) to any special knowledge or experience that (s)he has or holds himself or herself out as having, and
- (b) if (s)he acts in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession; and
- 21.1.4 ensure that the Union complies with any direction, requirement, notice or duty imposed on it by the Act or any other law.
- 21.2 Where there are circumstances capable of giving rise to a conflict of interest between the Union and any person or entity responsible for the appointment of a Custodian Director or between the Union and a Custodian Director, the Custodian Director must:-
- 21.2.1 declare the conflicting interest;
- 21.2.2 put the interests of the Union first before that of the person responsible for the Custodian Director's appointment; or
- 21.2.3 where any other duty prevents the Custodian Director from putting the interests of the Union first or the Custodian Director is incapable of putting the interests of the Union first:-
- (a) be absent from the meeting for the deliberation or that matter (unless expressly invited to remain in order to provide information);

- (b) not participate in any deliberation;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) be absent during the vote and have no vote on the matter.

21.3 Where there are circumstances capable of giving rise to a conflict of interest between the Union and any person or entity responsible for the appointment of a Custodian Director, the Custodian Director must:-

21.3.1 declare the conflicting interest;

21.3.2 put the interests of the Union first before that of the person responsible for the Custodian Director's appointment; or

21.3.3 where any other duty prevents the Custodian Director from putting the interests of the Union first:-

- (a) be absent from the meeting for the deliberation or that matter (unless expressly invited to remain in order to provide information);
- (b) not participate in any deliberation;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) be absent during the vote and have no vote on the matter.

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

21.5 If a question arises at a meeting of Custodian Directors or of a committee of Custodian Directors as to the right of a Custodian Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question must, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Custodian Director other than the Chair is to be final and conclusive.

21.6 If any question arises at a meeting of Custodian Directors or of a committee of Custodian Directors as to the right of the Chair to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question must be decided by a decision of the Custodian Directors at that meeting, for which purpose the Chair must not be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

22. **RECORDS OF DECISIONS TO BE KEPT**

The Custodian Directors must ensure that the Union keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Custodian Directors. Where decisions of the Custodian Directors are taken by electronic means, such decisions must be recorded by the Custodian Directors in permanent form so that they may be read by the naked eye.

23. **CUSTODIAN DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to these Articles, the Custodian 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 Custodian Directors.

24. **NUMBER AND METHODS OF APPOINTING CUSTODIAN DIRECTORS**

24.1 Any person who is willing to act as a Custodian Director, and is permitted by law to do so, may be appointed to be a Custodian Director by ordinary resolution at an Annual General Meeting, subject to the following provisions of this Article 24.

24.2 The Custodian Directors shall comprise:-

- 24.2.1 the President;
 - 24.2.2 the Vice-President (elected pursuant to Article 30);
 - 24.2.3 the Immediate Past President (to the extent applicable). Each Immediate Past President shall demit office as a Custodian Director when a succeeding President leaves office to become an Immediate Past President. In the event of the death of the Immediate Past President, or the termination of the Immediate Past President's appointment as a Custodian Director for any other reason, the most recent past President eligible shall be invited to become the Immediate Past President for the purposes of this Article;
 - 24.2.4 the Independent Chair;
 - 24.2.5 two Custodian Directors to be elected pursuant to this Article 24 and Article 30; and
 - 24.2.6 two Custodian Directors to be appointed following a selection process to be carried out by the Nominations Committee and approved by the Custodian Directors.
- 24.3 Any Custodian Director should be a person of good standing (both in rugby and more widely) and will be required to submit a statement as to the basis upon which that person seeks election to be a Custodian Director.
- 24.4 The Custodian Directors will, with the assistance of the Nominations Committee, formulate and agree upon a suitable skills matrix which will set out the skill sets desired of Custodian Directors. Such skills matrix will be kept under review and amended as the Custodian Directors see fit from time to time.
- 24.5 A Custodian Director (with the exception of the Vice-President as chair of the CRB ex officio) shall not be eligible to be a member of the CRB or the SRL Board.
- 24.6 The number of Custodian Directors must not be less than 8.
- 24.7 If, as a result of the death or the termination of a Custodian Director's appointment for whatever reason, the Union has fewer than 8 Custodian Directors the Board may appoint, by majority decision, any natural person who is willing to act and is permitted to do so, to be a Custodian Director in such place of the Custodian Director who has died or otherwise demitted office (subject to the terms of this Article 24 and Article 30). Any Custodian Director so appointed shall be appointed until the date of the following Annual General Meeting and may be re-appointed or elected pursuant to the terms of these Articles.
- 24.8 The President, Vice-President and Immediate Past President shall, *ex officio*, be appointed as Custodian Directors.
- 24.9 All candidate nominations for election as a Custodian Director shall follow a process as determined by the Board in consultation with the Nominations Committee (and as published on the Union's website). By submitting a nomination and statement, nominees will be deemed to have consented to publication of the same on the Union's website for a suitable period of at least 4 weeks prior to the election.
- 24.10 If a vacancy arises among the elected Custodian Directors, the Custodian Directors shall promptly requisition a General Meeting to elect a new Custodian Director. Such person will serve for the remainder of the previous Custodian Director's term.
- 24.11 Elected and nominated Custodian Directors under 24.2.5 and 24.2.6 shall serve for a term of three years and shall be eligible for re-election for one additional three-year term in any twelve-year period.

25. **TERMINATION OF CUSTODIAN DIRECTOR'S APPOINTMENT**

A person ceases to be a Custodian Director as soon as:-

- 25.1 that person ceases to be a Custodian Director by virtue of any provision of the Act or is prohibited from being a Custodian Director by law; or
- 25.2 a bankruptcy order is made against that person; or
- 25.3 a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- 25.4 a registered medical practitioner who is treating that person gives a written opinion to the Union stating that that person has become physically or mentally incapable of acting as a Custodian Director and may remain so for more than three months; or
- 25.5 notification is received by the Union from the Custodian Director that the Custodian Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- 25.6 that person resigns from office by notice in writing to the Union.

26. **REMUNERATION**

- 26.1 Subject to the remainder of this Article 26, no remuneration shall be payable by the Union to the Custodian Directors for acting in that role.
- 26.2 The President and the Vice-President may be entitled to such an honorarium as the Board may determine for their respective roles provided the total aggregate of such payments shall not exceed £30,000 per annum. Payment of such amounts by any member of the Group, either on its own account or on behalf of the Union, shall discharge the Union from any obligation to make payment.

27. **CUSTODIAN DIRECTORS' EXPENSES**

The Union or SRL on its behalf may pay any reasonable expenses which the Custodian Directors properly incur in connection with their attendance at:-

- 27.1 meetings of Custodian Directors or committees of Custodian Directors; or
- 27.2 general meetings,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Union.

28. **COMPANY SECRETARY**

The Union is not required to have a company secretary.

29. **ACCOUNTS**

- 29.1 For each financial year, the Custodian Directors shall:-
 - 29.1.1 cause accounting records to be kept as required by the Act;
 - 29.1.2 cause a statement of account to be prepared as required by the Act;
 - 29.1.3 cause a report on the activities of the Union to be prepared;
 - 29.1.4 cause the accounting records and statements of accounts to be preserved for a period of 6 years from the end of the financial year to which they relate; and
 - 29.1.5 lay financial statements before the Annual General Meeting for the financial year to which they relate.

30. **APPOINTMENT PROCESS FOR PRESIDENT, VICE-PRESIDENT AND IMMEDIATE PAST PRESIDENT**
- 30.1 For a period of two years from the date of the adoption of these Articles until the relevant annual general meeting of such year, the President and the Vice-President shall be those persons holding the office of president or vice-president of the Former Association (as the case may be) as at the date of the adoption of these Articles. The person previously holding the office of president of the Former Association as at the date of adoption of these Articles shall be the Immediate Past President.
- 30.2 After the two-year period provided for at Article 30.1:
- 30.2.1 the President (and each subsequent President in respect of each two-year rolling period) shall cease to hold office as President at the conclusion of the relevant Annual General Meeting at which point (s)he shall assume the office of Immediate Past President for a further two year term;
- 30.2.2 the Immediate Past President (and each subsequent Immediate Past President in respect of each two-year rolling period) shall cease to hold office as Immediate Past President at the conclusion of the relevant Annual General Meeting in addition to which (s)he shall cease to hold office as a Custodian Director; and
- 30.2.3 the Vice-President (and each subsequent Vice-President in respect of each two-year rolling period) shall assume the office of President for a two year term subject to Article 30.3.2.
- 30.3 Vice-President appointments will be carried out as follows:-
- 30.3.1 a Vice-President will be elected at the 2024 Annual General Meeting and every second Annual General Meeting thereafter and will hold office for a period of two years starting from the conclusion of that Annual General Meeting; and
- 30.3.2 at the end of the two-year period referred to in Article 30.1 or 30.3.1 (as the case may be), ratification will be sought from the Annual General Meeting for the Vice-President's succession to the office of President for a further period of two years starting from the conclusion of that Annual General Meeting.
- 30.4 The Vice-President and the President (and any interim appointee pursuant to Article 30.11 or Article 30.13) must be a member of, or affiliated to, a Full Member or an Associate Member.
- 30.5 Without prejudice to any interim appointments made under Article 30.11 or Article 30.13, a person is only eligible to be elected once as Vice-President and to hold office once as President.
- 30.6 No person will be entitled to hold the office of President for more than three years.
- 30.7 All candidate nominations for election as Vice-President:-
- 30.7.1 must be submitted:-
- (a) to the Union by 31 May in the year in which the election is to take place (or such date as the Board may determine to allow the electoral process to function properly);
- (b) must be proposed and seconded by 2 Full Members accompanied by forms signed by an office bearer of each of the Full Members proposing or seconding the nomination; and
- 30.7.2 must be accompanied by:-
- (a) a form or forms signed by office bearers of ten additional Full Members signifying satisfaction as to the suitability of the nominee to be elected; and
- (b) a statement from the individual candidate setting out:-

- (i) such individual's standing within Scottish rugby, and
- (ii) such individual's skill(s) relevant to their capacity to carry out the role of Vice-President against such skills matrix criteria as the Nominations Committee shall publish from time to time,

(the "**Custodian Director Criteria**").

- 30.8 By submitting a nomination and statement pursuant to Article 30.7 nominees will be deemed to have consented to publication of the same on Scottish Rugby's website for a period of at least 4 weeks prior to election.
- 30.9 The Vice-President shall be elected by ordinary resolution of the Members entitled to vote.
- 30.10 If a vacancy arises during the President's term of office, the Custodian Directors shall appoint the Vice-President as President for the remainder of the President's term of office, without prejudice to the ability of such appointee to be ratified as President in their own right at the next Annual General Meeting in accordance with Article 30.3.2 (but subject to Article 30.6).
- 30.11 Subject to Article 30.12, if a vacancy arises during the Vice-President's term of office, the Custodian Directors will promptly requisition a General Meeting to elect a new Vice-President. Such person will serve for the remainder of the Vice-President's term of office and until such time as the office of President becomes vacant, upon which ratification will be sought from an Annual General Meeting for such person's succession to the office of President in accordance with Article 30.3.2. Where this Article 30.11 applies, the Custodian Directors may appoint an interim Vice-President from members of the board of the Union to serve until a new Vice-President has been elected in accordance with this Article 30.11, or until the next Annual General Meeting/special general meeting (whichever is sooner).
- 30.12 If a vacancy arises during the Vice-President's term of office prior to an Annual General Meeting at which a Vice-Presidential election is ordinarily due to be called and the relevant Vice-Presidential election process has commenced, Article 30.11 will not apply and the office of Vice-President will remain vacant until a new Vice-President has been elected at that Annual General Meeting in accordance with Article 30.1.
- 30.13 If the offices of President and Vice-President become vacant at the same time, the Custodian Directors will promptly requisition a General Meeting to elect a new Vice-President and President and, in such circumstances, the Custodian Directors may appoint an interim President and/or interim Vice-President from members of the Board to serve until either a replacement President and Vice-President have been elected in accordance with this Article 30.13, or until the next Annual General Meeting/special general meeting (whichever is sooner).
- 30.14 If by operation of this Article 30 the Union is left without a President at an Annual General Meeting, the Vice-President will be ratified as President at that Annual General Meeting in accordance with Article 30.3.2 and the Custodian Directors will promptly requisition a general meeting to elect a new Vice-President in accordance with Article 30.11.
- 30.15 For the purposes of this Article 30, a "year" means the period between one Annual General Meeting and the next.

31. **ANNUAL GENERAL MEETING**

- 31.1 The Union must hold an Annual General Meeting each calendar year (whether in person, virtually, or as a hybrid of both methods), within 6 months of the Union's year end at which, and if applicable, those Members' representatives entitled to attend and vote shall:-

31.1.1 elect the President (if for any reason the office is not filled by the Vice-President under the above provisions) and Vice-President;

31.1.2 elect any Custodian Directors of the Union; and

31.1.3 note the appointment of any CRB members by Fora,
all in accordance with the voting provisions in Article 38.

32. NOTICE OF GENERAL MEETINGS

32.1 The notice of a general meeting of the Union must state:-

32.1.1 the time and date of the meeting (to be not less than 42 days from the date of notice of the meeting, unless a shorter period is required by law);

32.1.2 the place of the meeting and how it is proposed that Members attending or participating in the general meeting electronically should communicate with each other during the general meeting; and

32.1.3 the general matters of the business to be transacted.

33. ATTENDANCE, VOTING AND SPEAKING AT GENERAL MEETINGS

33.1 Each Full Member and each Associated Body shall be entitled to have two representatives from each such Member attend general meetings, and each such representative shall be entitled to one vote.

33.2 All Associate Members pertaining to a specific geographic Forum shall be entitled to have two representatives from the relevant geographic Forum to attend general meetings and each such representative shall be entitled to one vote.

33.3 CRB Members shall be entitled to attend general meetings. CRB Members are not entitled to vote at general meetings.

33.4 The chief executive officer, chief financial officer and chair of the SRL shall be entitled to attend general meetings but are not entitled to vote at general meetings.

33.5 Affiliate Members and Honorary Members shall be entitled to attend general meetings however such members shall not be entitled to vote.

33.6 No person shall act as representative or proxy to more than one Member.

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

33.8 A Member's representative is able to exercise the right to vote at a general meeting when eligible to vote and:-

33.8.1 that Member's representative is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

33.8.2 that Member's representative'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 Members' representatives attending the meeting.

33.9 The Custodian 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.

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

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

33.12 The Custodian Directors may resolve to enable Members entitled to attend and participate in a general meeting hosted on an electronic platform (which includes, but is not limited to, website addresses and conference call systems) to do so by simultaneous attendance and participation by electronic means with no Member or Member's representative or proxy necessarily in physical attendance and participation at the general meeting. The representatives or proxies of Members present and entitled to vote shall be counted in the quorum for the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chair of the general meeting is satisfied that adequate facilities are available throughout the general meeting to ensure that Members and their representatives or proxies attending and participating in the general meeting who are not present together at the same place may, by electronic means, attend and speak and vote at it. Nothing in these Articles prevents a general meeting being held both physically and electronically.

33.13 A Member or Member's representative or proxy is present at a general meeting where for the purposes of a physical general meeting that person is present in person, or for the purposes of a general meeting held wholly or partly by electronic means, present in person or by electronic means (and references to persons attending by electronic means is defined as attendance at a general meeting via the electronic platform(s) stated in the notice of such meeting).

34. QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum at any general meeting of the Union shall be one third of the total number of Members' representatives eligible to attend and vote pursuant to Articles 33.1 and 33.2 above save where the Union only has one Member in which case the quorum shall be one person present in person or by proxy or by corporate representative.

35. CHAIRING GENERAL MEETINGS

35.1 The Chair shall chair general meetings if present and willing to do so.

35.2 If the Custodian Directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Custodian Directors present must appoint a Custodian Director or Member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

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

36. ATTENDANCE AND SPEAKING BY CUSTODIAN DIRECTORS AND NON-MEMBERS

36.1 Custodian Directors may attend and speak at general meetings, but they shall not be entitled to vote.

36.2 The chair of the meeting may permit other persons who are not Members of the Union to attend and speak at a general meeting, but they shall not be entitled to vote.

37. ADJOURNMENT

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

37.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:-

37.2.1 the meeting consents to an adjournment; or

37.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety or wellbeing of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner or it is otherwise in the interests of the Union to do so.

37.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 37.4 When adjourning a general meeting, the chair of the meeting must:-
- 37.4.1 either specify the time, location and the method by which the adjourned meeting is to be held or state that it is to continue at a time, location and by such method as may be fixed by the Custodian Directors; and
 - 37.4.2 have regard to any directions as to the time, location and method of hosting the adjourned meeting that have been given by the meeting.
- 37.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Union must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-
- 37.5.1 to the same persons to whom notice of the Union's general meetings is required to be given; and
 - 37.5.2 containing the same information which such notice is required to contain.
- 37.6 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.

38. **VOTING: GENERAL**

- 38.1 Voting at a general meeting held entirely in person may be conducted by a show of hands and/or by poll. Voting at a general meeting held entirely virtually or on a hybrid basis shall be conducted by poll only and in such manner as the chair of the meeting directs.
- 38.2 In the case of any election where only one vacancy requires to be filled and only two candidates are nominated, a vote shall be taken as between these candidates, and the one receiving the majority of votes shall be declared duly elected. If more than two candidates are nominated, a vote shall first be taken as between all the candidates nominated, each Member or member's representative or proxy entitled to be present and vote then being entitled to vote for only one candidate. If after this vote has been taken any candidate has an absolute majority of the Members voting, such candidate shall be declared duly elected. If no candidate has such a majority the name of the candidate having the fewest number of votes shall be struck out of the list of candidates. In second and subsequent votes the same course as that prescribed with reference to the first vote shall be followed until one of the candidates obtains the votes of a majority of the persons voting when (s)he shall be declared duly elected.
- 38.3 In the case of any election where more than one vacancy requires to be filled a vote shall first be taken as between all the candidates nominated, where these exceed the number of vacancies, each person voting being entitled to vote for candidates to the full number of vacancies to be filled up. On this vote being taken, the name of the candidate having the fewest number of votes shall be struck out of the list of candidates. A second vote shall then be taken in the same way in the event of the remaining candidates still exceeding the number of vacancies, and so on until the number of candidates is reduced to the number of vacancies.
- 38.4 Where there is a requirement for a majority vote and two or more candidates have the same number of votes the decision will be determined by a vote in respect of those candidates with the same number of votes until this fails to eliminate a candidate at which point the decision will be determined by the cutting of playing cards, with the highest numbered card, excluding face cards, winning.
- 38.5 No candidate may vote in the election process of President and Vice-President.

39. **ERRORS AND DISPUTES**

- 39.1 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.
- 39.2 Any such objection must be referred to the chair of the meeting whose decision is final.

40. **POLL VOTES**

40.1 A poll on a resolution may be demanded:-

40.1.1 in advance of the general meeting where it is to be put to the vote; or

40.1.2 at a general meeting, either (i) before a show of hands, or (ii) if the meeting is held entirely virtually or on a hybrid basis by a poll on that resolution or immediately after the result of a vote on that resolution is declared.

40.2 A poll may be demanded by:-

40.2.1 the chair of the meeting;

40.2.2 the Custodian Directors;

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

40.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

40.3 A demand for a poll may be withdrawn if:-

40.3.1 the poll has not yet been taken; and

40.3.2 the chair of the meeting consents to the withdrawal.

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

41. **CONTENT OF PROXY NOTICES**

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

41.1.1 states the name and address of the Member appointing the proxy;

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

41.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Custodian Directors may determine; and

41.1.4 is delivered to the Union in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

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

41.3 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.

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

41.4.1 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

41.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

42. DELIVERY OF PROXY NOTICES

- 42.1 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 Union by or on behalf of that person.
- 42.2 An appointment under a proxy notice may be revoked by delivering to the Union a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 42.3 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.
- 42.4 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 appointor's behalf.

43. AMENDMENTS TO RESOLUTIONS

- 43.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-
- 43.1.1 notice of the proposed amendment is given to the Union in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 28 days before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 43.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 43.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:-
- 43.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 43.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 43.3 The chair of the meeting shall have discretion to allow any proposals or amendments from the floor at general meetings.
- 43.4 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

44. NOTICES AND COMMUNICATION

- 44.1 The Union may send, supply or give any document, information or notice to a Member by hard copy, electronic form or by making that document or information available on a website and giving notice of the availability of that document or information to the relevant Member (provided that Member has individually agreed (or is deemed to have agreed) to the Union sending or supplying documents or information generally or those documents or information in question to him or her by means of a website), in each case subject to the provisions of sections 1143 to 1148 and Schedule 5 of the Act.
- 44.2 A notice given by means of a website shall be deemed to have been sent, supplied or given when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 44.3 Any document, information or notice which is required to be sent or given to the Union shall be sent by hard copy or electronic form in each case, subject to the provisions of sections 1143 to 1148, Schedule 4 and Schedule 5 of the Act.
- 44.4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-

- 44.4.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 44.4.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 44.4.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 44.4.4 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.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

- 44.5 Proof that an envelope containing a document, notice or information was properly addressed, prepaid and posted shall be conclusive evidence that the document, notice or information was sent, supplied or given by post. A comprehensive transaction report or log generated by fax machine, suitably certified by or on behalf of the Union, shall be conclusive evidence that a document, notice or information was sent, supplied or given by fax. A copy of a record of the total number of recipients sent to or each recipient to whom an e-mail message was sent together with any notices of failed transmissions and copies of records of subsequent re-sending, suitably certified by or on behalf of the Union, shall be conclusive evidence that the document, notice or information was sent, supplied or given by e-mail.
- 44.6 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.
- 44.7 A Custodian Director may agree with the Union that notices or documents sent to that Custodian 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.
- 44.8 Any notice or document to be sent or supplied to a Custodian Director in connection with the taking of decisions by Custodian Directors may also be sent or supplied by the means by which that Custodian Director has asked to be sent or supplied with such notices or documents for the time being.

45. **MEANS OF COMMUNICATION TO BE USED**

- 45.1 Subject to the Articles, anything sent or supplied by or to the Union 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 the Act to be sent or supplied by or to the Union.
- 45.2 Subject to the Articles, any notice or document to be sent or supplied to a Custodian Director in connection with the taking of decisions by Custodian Directors may also be sent or supplied by the means by which that Custodian Director has asked to be sent or supplied with such notices or documents for the time being.
- 45.3 A Custodian Director may agree with the Union that notices or documents sent to that Custodian 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.

46. **COMPANY SEALS**

46.1 Any common seal may only be used by the authority of the Custodian Directors.

46.2 The Custodian Directors may decide by what means and in what form any common seal is to be used.

46.3 Unless otherwise decided by the Custodian Directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

46.4 For the purposes of this Article, an authorised person is:-

46.4.1 any Custodian Director;

46.4.2 the company secretary (if any); or

46.4.3 any person authorised by the Custodian Directors for the purpose of signing documents to which the common seal is applied.

47. **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the Custodian Directors or an ordinary resolution of the Union, no person is entitled to inspect any of the Union's accounting or other records or documents merely by virtue of being a Member.

48. **INDEMNITY AND INSURANCE**

The Custodian Directors may decide to purchase and maintain insurance, at the expense of the Group, for the benefit of any Relevant Officer in respect of any Relevant Loss.

Schedule

<p>EDINBURGH FULL MEMBER</p> <ol style="list-style-type: none"> 1. Biggar 2. Boroughmuir Rugby & Community Sports Club ("Boroughmuir") 3. Broughton FP 4. Corstorphine 5. Currie RFC Ltd ("Currie Chieftains") 6. Dalkeith 7. Dunbar 8. Edinburgh Academicals (Co. Ltd by Guarantee) 9. Edinburgh Northern 10. Edinburgh University 11. Forrester 12. Haddington 13. Heriot's Rugby Club Ltd 14. Heriot-Watt University 15. Inverleith 16. Lasswade 17. Leith Rugby (Co. Ltd by Guarantee) 18. Liberton FP 19. Linlithgow Rugby Club Ltd. 20. Lismore 21. Livingston 22. Murrayfield Wanderers 23. Musselburgh 24. North Berwick 25. Penicuik 26. Portobello FP 27. Preston Lodge 28. Ross High 29. Royal High Rugby 30. Stewarts Melville RFC Ltd 31. Trinity Academicals 32. Watsonians Football Club Ltd <p>EDINBURGH ASSOCIATE</p> <ol style="list-style-type: none"> 1. 1SCOTS 2. 2SCOTS 3. 3 RIFLES 4. Army in Scotland 5. Caledonian Thebans 6. Centre of Fife 7. Co-Optimists 8. Crusaders Rugby 9. Edinburgh BATS 10. Edinburgh College 11. Edinburgh Insurance 12. Edinburgh Inclusive Rugby 13. Edinburgh University Intra Mural 14. Edinburgh University Ladies 15. Edinburgh University Medics 16. Fettesian-Lorettonian 17. Fire Services Rugby 18. Gifford Goblins Mini 19. Heriot-Watt University Women 20. Law Society of Scotland 21. Lothians & Borders Fire Brigade 22. Merchistonians Football Club 23. Napier University 24. North Edinburgh Vikings 25. Pigbarians 26. Police Scotland 27. Police Scotland Saltires 28. Queen Margaret University 	<ol style="list-style-type: none"> 29. Rex Club Red Kites 30. RICS Sharks 31. Royal Bank of Scotland 32. RDVC 33. RDVC Ladies 34. Rugby People 35. Scottish Legends 36. Scottish Parliament 37. Scottish Prison Service Rugby 38. Scottish Student Rugby 39. Steelers Rugby 40. Stevie Simms Cavaliers 41. Hearts and Balls MB 42. Triumph for Teenage Cancer 43. West Lothian College <p>SCOTTISH BORDERS FULL MEMBER</p> <ol style="list-style-type: none"> 1. Berwick 2. Duns 3. Earliston 4. Gala Rugby SCIO 5. Gala YM 6. Hawick 7. Hawick Harlequins 8. Hawick Linden 9. Jed-Forest 10. Kelso 11. Langholm 12. Melrose Rugby Ltd 13. Peebles Rugby SCIO 14. St Boswells 15. Selkirk 16. Walkerburn <p>SCOTTISH BORDERS ASSOCIATE</p> <ol style="list-style-type: none"> 1. Borders College 2. Hawick Youth Rugby Club 3. Jed-Thistle 4. Kelso Harlequins 5. Selkirk Youth 6. West Linton Lions 	<p>GLASGOW NORTH FULL MEMBER</p> <ol style="list-style-type: none"> 1. Allan Glens 2. Cambuslang 3. Cartha Queens Park 4. Clydebank 5. Cumbernauld 6. Dalziel 7. East Kilbride 8. GHK 9. Glasgow Academicals 10. Glasgow Hawks 11. Glasgow University 12. Hamilton 13. Helensburgh 14. Hillhead/Jordanhill 15. Hyndland FP 16. Isle of Mull 17. Lanark 18. Lenzie 19. Loch Lomond 20. Oban Lorne 21. Police Scotland – Glasgow 22. Shawlands 23. Strathaven RFC Ltd 24. Strathclyde University 25. Strathendrick 26. Uddingston 27. Waysiders/Drumpellier 28. West of Scotland <p>GLASGOW NORTH ASSOCIATE</p> <ol style="list-style-type: none"> 1. Argyll & Bute 2. Bute Rugby Club 3. Caledonian Crushers 4. Campbelltown Kintyre 5. City of Glasgow College 6. Clydesdale 7. Colonsay 8. Cowal 9. Croy Rugby Club 10. Etive Vikings 11. Glasgow Caledonian University 12. Glasgow East (Juniors) 13. Glasgow Kelvin College 14. Glasgow Raptors 15. Glasgow University Dental School 16. Glasgow University Graduates 17. Glasgow University Law 18. Glasgow University Medics 19. Glasgow University Women 20. Glasgow Veterinary School 21. Glasgow Veterinary School Women 22. HMNB Clyde 23. Islay 24. Isle of Jura 25. McLaren FP 26. Mid Argyll 27. Police Scotland Thistles 28. Royal Navy (Scotland) 29. School of Hard Knocks 30. Strathclyde Fire Brigade 31. Strathclyde University Women 32. The Glasgow School of Art 33. University Officer Training Corp
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<p>GLASGOW SOUTH FULL MEMBER</p> <ol style="list-style-type: none"> 1. Annan 2. Ardrossan Academicals 3. Ayr RFC Ltd 4. Birkmyre 5. Bishopton 6. Carrick 7. Cumnock 8. Dumfries 9. Garnock 10. Glasgow Hutchesons' Aloysians 11. Greenock Wanderers 12. Irvine 13. Kilmarnock 14. Marr 15. Moffat 16. Newton Stewart 17. Paisley 18. Stewartry 19. Whitecraigs 20. Wigtownshire <p>GLASGOW SOUTH ASSOCIATE</p> <ol style="list-style-type: none"> 1. All Black & Blues 2. Ayrshire Clan 3. Ayrshire College (Kilmarnock) 4. Dumfries & Galloway College 5. Isle of Arran 6. Scottish Rural University College 7. St Columba's Old Boys 8. Trust Rugby International 9. University of the West of Scotland <p>OUTWITH SCOTLAND FULL MEMBER</p> <ol style="list-style-type: none"> 1. London Scottish <p>OUTWITH SCOTLAND ASSOCIATE</p> <ol style="list-style-type: none"> 1. BR Barbarians 2. Hong Kong Scottish 3. Toronto Scottish 4. Crags Crusaders <p>ASSOCIATED BODIES</p> <ol style="list-style-type: none"> 1. Scottish Rugby Union Schools Division 2. Scottish Rugby Referees Association 	<p>MIDLANDS FULL MEMBER</p> <ol style="list-style-type: none"> 1. Alloa 2. Bannockburn 3. Blairgowrie 4. Carnoustie HSFP 5. Crieff & Strathearn 6. Dundee Rugby Club Limited 7. Dundee University 8. Dunfermline 9. Falkirk 10. Glenrothes 11. Grangemouth Stags RFC Ltd 12. Harris Academy FP 13. Hillfoots 14. Howe of Fife 15. Kinross 16. Kirkcaldy 17. Madras College FP 18. Montrose & District 19. Panmure 20. Perthshire 21. Rosyth Sharks 22. Stirling County 23. Stirling University 24. Stobswell 25. Strathmore 26. University of St Andrews 27. Waid Academy FP <p>MIDLANDS ASSOCIATE</p> <ol style="list-style-type: none"> 1. Aberfeldy 2. Arbroath 3. Atholl 4. Blairgowrie Rams 5. Bo'ness 6. Brechin 7. Dollar Academicals 8. Dundee & Angus College 9. Dundee Abertay University 10. Dundee Dragons Sports Club 11. Dundee University Medical Society 12. Dundee University Women 13. Dundee Veterans 14. Dunkeld Ospreys 15. Fife College 16. Forth Valley Fossils 17. Rugby Ecosse Legends 18. Strathmore Community Rugby Trust 19. Stirling University Women 	<p>NORTH FULL MEMBER</p> <ol style="list-style-type: none"> 1. Aberdeen Rugby Ltd (playing as Aberdeen Grammar Rugby) 2. Aberdeenshire 3. Aberdeen University 4. Aberdeen Wanderers 5. Banff 6. Caithness 7. Deeside 8. Ellon 9. Garioch 10. Gordonians 11. Highland RFC SCIO 12. Huntly 13. Lochaber 14. Mackie Academy FP 15. Moray 16. Orkney 17. Ross Sutherland <p>NORTH ASSOCIATE</p> <ol style="list-style-type: none"> 1. 3SCOTS 2. Aberdeen Exiles 3. Aberdeen Medics 4. Aberdeen Strollers 5. Aberdeen Taexali RC 6. Aberdeen University Women 7. Alford Youth 8. Dyce 9. Fraserburgh 10. Grampian Unified RC 11. Inverness Craig Dunain 12. Kinloss Eagles 13. Nairn 14. North East Scotland College 15. North Police Scotland 16. Peterhead 17. Robert Gordons University 18. RAF Lossiemouth 19. Royal Air Force Scotland & Northern Ireland 20. Scottish Golden Oldies 21. Shetland 22. Stornoway 23. Strathspey 24. Turriff 25. University of the Highlands & Islands <p><i>As at 13 August 2022</i></p> <p>- 141 FM</p> <p>- 139 AM</p>
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Note:

Club Name = Club deleted from membership list this season.

Club Name = New member club this season.

Club Old Name New Name = Approved change of name.

