

These are the new Articles of Association referred to in the attached Special Resolution passed on 6 June 2010.

.....  
Company Secretary

## **THE COMPANIES ACTS 1985 - 2006**

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

#### **ARTICLES OF ASSOCIATION OF**

#### **TABLE TENNIS SCOTLAND**

### **PRELIMINARY**

#### **1.1 In these Articles:-**

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

“the Articles” means the Articles of the Company;

“Development Plan” means the development plan relating to the Company to be prepared by the Board in accordance with Article 20 (a);

“Disciplinary Rules and Procedures” means the disciplinary rules adopted by the Board and published by the Company as binding on the entire Membership;

“Executive Director” means those directors appointed in accordance with Article 17.2 (f);

“Individual Member” means both an Individual Playing Member and Individual Non-Playing Member as defined in Articles 4.4 and 4.5;

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

“Playing Year” means a period commencing on 1 July and ending on 30 June in each year;

“Programme Areas” means areas identified by the members of the Company in General Meeting but which shall normally include development and facilities; coaches and umpires; marketing and promotion; and performance and excellence;

“Registered Junior Member” shall mean all members of a League under the age of 18 years immediately prior to the start of the Playing Year;

“Registered Members” shall mean all members of a League and which, for the avoidance of doubt, shall not include any Registered Junior Member;

“Rules” means any rules, bye-laws, Codes of Conduct, Code of Ethics, Disciplinary Rules and Procedures, Anti-Doping Rules or any other rules of any kind adopted by the Board

and published by the Company as binding on the entire membership and shall include the Rules of the Sport;

“Rules of the Sport” means the rules of play in table tennis as recognised by the International Table Tennis Federation or any similar body from time to time;

“Sport” means the sport of table tennis.

## **2. INTERPRETATION**

- 2.1 Unless the context otherwise requires the singular shall include the plural the masculine shall include the feminine and bodies corporate and unincorporated.
- 2.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 2.3 The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles. In the event of conflict or inconsistency between these Articles and the Model Articles, these Articles shall govern and prevail.
- 2.4 Any reference in these Articles to the Support Director shall be deemed to refer to the Board generally in the event that no Support Director is appointed.
- 2.5 Any reference in these Articles to the Company Secretary shall, in the event that no Company Secretary is appointed, be deemed to refer to the Board of Directors.

## **HONORARY MEMBERSHIP**

3. The Board of Directors may at its discretion propose to the Annual General Meeting that individuals who have given valuable service to the sport of table tennis in Scotland or the Company or its predecessor body, The Scottish Table Tennis Association, should be elected as honorary members. Honorary members shall not be entitled to take part in the management of the Company or to vote at General Meetings but may receive such privileges as the Board of Directors may from time to time determine. Honorary members shall not be liable for any subscription nor in any way in connection with the affairs of the Company.

## **MEMBERSHIP**

4. There shall be the following classes of membership of the Company:-
- 4.1 Affiliated Leagues (hereinafter referred to as “Leagues”): who shall be local table tennis leagues or associations (hereinafter referred to as “Leagues”) recognised by the Company as responsible for the promotion, development, administration and control of organised table tennis league(s) and competitions or similar activities in a defined area of Scotland;

- 4.2 Affiliated Clubs (hereinafter referred to as “Clubs”): who shall be voluntary or other clubs recognised by the Company as offering organised table tennis to their members in an area of Scotland (but outside of the formal competition structure of Leagues) whether or not they also offer other activities to their members;
- 4.3 Affiliated Groups: who shall be organisations (hereinafter referred to as “Groups”) recognised by the Company which offer organised table tennis to their members or customers but also offer other activities;
- 4.4 Individual playing members (hereinafter referred to as “Individual Playing Members”): who shall be any person recognised by the Company aged Eighteen or over before the start of the Playing Year during which he or she wishes to participate in Company activities; and
- 4.5 Non-playing members (hereinafter referred to as “Individual Non-Playing Members”): who shall be individuals recognised by the Company who wish to support the work of the Company but who do not wish to be or are not eligible to be a member in any other category.

All of the above classes of membership shall be entitled to attend and speak at General Meetings of the Company, shall have voting rights as set out in Article 10 herein at General Meetings of the Company and shall be liable for the guarantee as set out in Clause 7 of the Memorandum of Association of the Company.

- 4.6 Junior members (hereinafter referred to as “Juniors”): who shall be any person under the age of 18 immediately prior to the start of the Playing Year during which he or she wishes to participate in Company organised activities. Such a member shall have no vote at General Meetings nor any right or interest in the assets of the Company nor any liability for the liabilities or debts of the Company. Such a member shall however be allowed to attend and speak at a General Meeting of the Company.
- 4.7 Patrons: who shall be individuals who wish to apply to become patrons of the Company shall be admitted to membership on such terms as the Board of Directors may from time to time determine. Such a member shall have no vote at General Meetings nor any right or interest in the assets of the Company nor any liability for the liabilities or debts of the Company. Such a member shall however be allowed to attend and speak at a General Meeting of the Company.

## **OBLIGATION OF MEMBERS**

5. All members shall be required to cooperate in the enforcement of the Rules and in the case of League members, to require individuals in their membership to adhere to the Rules and to obtain the consent of individual members to this jurisdiction and in the case of Club or Group members to ensure that individuals in their membership adhere to the Rules. For the avoidance of doubt any club affiliated to a League in membership of the Company shall *ipso facto* be recognised as being directly affiliated to the Company and members thereof and any members of a League, Club or Group will thus be deemed to accept the Rules.

## **ELECTION OF MEMBERS**

- 6.1 Any individual or organisation wishing to become a member of the Company shall apply in writing in the form prescribed by the Board of Directors to the Company.
- 6.2 The Board of Directors shall consider and determine all applications for membership. Applications for such membership shall be determined by simple majority vote with the Chair having a deliberative as well as casting vote. In determining applications for membership, the Board shall not discriminate in any way and the Company is committed to ensuring equality of opportunity and fair treatment of all people involved with the Company, regardless of gender, pregnancy and maternity, gender reassignment, disability, race (including ethnic background, nationality and colour), marital or civil partnership status, age, sexual orientation, religion or belief, or social background and there will be no discrimination on such grounds.
- 6.3 Applicants for membership approved by the Board shall not become admitted to membership and granted the rights and privileges attached thereto until the appropriate fee has been paid.

## **CESSATION OF MEMBERSHIP**

- 7.1 Any member may resign from membership of the Company at any time by giving notice in writing to the Support Director and Clause 22.1 of the Model Articles shall be modified accordingly. Any member who has not paid the appropriate fee by 1 December in any financial year shall be deemed to have resigned from the Company with effect from that date.
- 7.2 The Board of Directors shall have the authority to expel any member in terms of Article 25 herein with the right of appeal to any such member as set out in the Rules.
- 7.3 Any member who resigns from membership or whose membership is withdrawn by the Board of Directors shall not receive any refund of any fee paid to the Company.

## **ADMINISTRATION**

### **General Meetings**

- 8.1 The Company shall hold an Annual General Meeting in each calendar year on such dates and in such a place and at such a time as the Board of Directors shall determine except that it may not be held earlier than the last week of May or later than the end of August in each year. Written notice of the date, time and place of the Annual General Meeting shall be notified to all members entitled to attend the AGM no later than the end of March in each year.
- 8.2 Written notice of the Annual General Meeting with a clear statement of the date, time, place of meeting and resolutions to be considered and nominations for positions on the Board shall be sent by the Support Director to all members entitled to attend the AGM not less than twenty one days before the proposed date of the meeting. The notice calling the Annual General Meeting shall be accompanied by a copy of the certified accounts, the Development Plan and all related documentation and shall normally be accompanied by such written reports and other documents as may be relevant to the proposed business of

the Annual General Meeting including the Board of Management's recommendations for fees for the following year.

8.3 The business to be considered at the Annual General Meeting shall be to:-

- (a) To approve the Minutes of the previous Annual General Meeting or other General Meeting;
- (b) Matters arising from the Minutes of the previous General Meeting;
- (c) To consider and approve the Chair's Report and the Annual Accounts
- (d) To determine fees for the ensuing year;
- (e) To agree honoraria as appropriate;
- (f) To appoint person(s) responsible for certifying the Accounts for the ensuing year;
- (g) To consider and vote on resolutions presented to the meeting;
- (h) To consider the Development Plan and associated documentation prepared by the Board under the terms of Article 20 (a) for the following year;
- (i) To discuss and approve the required Programme Areas;
- (j) To elect or re-elect Directors if appropriate as nominated in accordance with Article 8.5 ;
- (k) Any other competent business.

8.4 Notice of resolutions to be considered and voted on at the Annual General Meeting must be submitted in writing to the Support Director not less than 40 days prior to the Annual General Meeting. To be valid, resolutions must be:

- (a) Submitted by a League, Club or Group and proposed and signed by two officials of that League, Club or Group; or
- (b) Proposed by an Individual Member and signed by not less than ten other Individual Members; or
- (c) Proposed by the Board of Directors.

It shall be open to the Board to amend the wording of any such resolution before it is included in the notice calling the General Meeting in order to avoid potential confusion or illegality but for no other purpose and the Board shall make every effort to obtain the agreement of the proposer before the notice calling the meeting is sent out. If called upon to do so at a General Meeting, the Chair shall be required to explain the Board's reasons for any such amendment. Clause 33 of the Model Articles shall be modified accordingly.

8.5 No person shall be eligible for election as a Director at any Annual General Meeting unless they are recommended by the Board, or, not less than 40 days before the date appointed for the meeting there shall be delivered at the registered office of the Company, notice in writing signed by the Secretaries of at least two affiliated Leagues, Clubs or Groups or the submission of a written request by an Individual Member signed by that member and by not less than 10 other Individual Members of their intention to propose such person for election. Clause 17.1 of the Model Articles shall be modified accordingly.

## **General Meetings**

- 9.1 A General Meeting of the Company may be called by either a resolution of the Board of Directors or the submission of a written request to the Support Director signed by such percentage of the members as required by the Act stating the purpose for which the meeting is to be called and the resolutions proposed. Any such written request shall be sent to the Support Director by Recorded Delivery.
- 9.2 Any such General Meeting shall be convened on a date to be determined by the Board of Directors in accordance with the Act. Written notice of the meeting, with a clear statement of the date, time, place of the meeting, the resolution(s) to be considered and a copy of any relevant written reports shall be sent by the Support Director to all voting members and all members entitled to attend General Meetings not less than twenty-one days before the proposed date of the meeting.
- 9.3 Only business specified in the notice calling the General Meeting shall be considered.

## **Voting at General Meetings**

- 10.1 No business shall be transacted at any General Meeting unless a minimum of three Leagues, (who shall form a quorum), are validly present to vote either in person or by proxy.
- 10.2 All decisions at General Meetings shall be taken by a simple majority of the valid votes cast except that special resolutions including, for instance, those to amend these Articles shall be approved only if supported by not less than three-quarters of the valid votes cast. The Chair of all General Meetings shall not have a casting vote.
- 10.3 Only fully paid members of the Company shall have the right to attend and speak at General Meetings
11. At General Meetings of the Company:
- (a) Each League shall have one vote for each Registered Member and one vote for every two Registered Junior Members (rounded up in the event of an uneven number of Registered Junior Members);
  - (b) Each Club shall have one vote;
  - (c) Each Group shall have one vote;
  - (d) Individual Members shall have one vote each provided that Individual Members shall not be entitled to vote if they are also a Registered Member or Registered Junior Member;

For the avoidance of doubt, members of the Board of Directors shall have no vote unless they are a member of the Company. Honorary Members, Junior Members and Patrons shall not be entitled to vote in relation to any matter in relation to the Company (whether at a General Meeting or otherwise).

12. Without prejudice to the provisions of Article 13, at General Meetings of the Company, each affiliated League, Club or Group wishing to vote shall nominate in writing, a

representative or representatives to vote on their behalf. Such nomination shall be signed by the League or Club Chair or appropriate official of the affiliated Group and handed or delivered to the Support Director not later than the start of the General Meeting. The Chair shall announce all such nominations and the number of votes attached before the first vote at any General Meeting is taken.

13. Members shall be entitled to appoint a proxy to attend, speak and vote at General Meetings in accordance with the provisions of the Act. The appointment of a proxy shall be signed by or on behalf of the member and shall be in the form approved by the directors. The appointment of a proxy and any authority under which it is signed (in a manner approved by the Board) shall:
  - (a) in the case of a written document be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting; or
  - (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
    - (i) in the notice convening the meeting; (ii) or in any instrument of proxy sent out by the Company in relation to the meeting; (iii) or in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meetings, be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting.
14. At all General Meetings of the Company, the Chair shall take the Chair, if he is not present, the Vice Chair, of if the Vice Chair is not present, the President or if the President is not present an individual elected by the Meeting. The Chair of all General Meetings shall not have a casting vote.
15. The accidental omission to give notice of a meeting or the non receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.
16. The Chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

## **BOARD OF DIRECTORS**

- 17.1 The Company shall be managed by a Board of Directors who shall be responsible for all matters relating to the day-to-day operation of the Company and generally acting on behalf of the Company on all matters not specifically reserved for a decision by a General Meeting. Unless otherwise determined by a special resolution in General Meeting the number of directors shall be subject to a maximum of nine and the minimum number of directors shall be one.

17.2 The Board of Directors shall consist of:-

- (a) The President who will be a Director. The President will have no pre-defined duties except as herein identified but may undertake such duties on behalf of the Company or Board as the Company or Board may from time to time determine.
- (b) The Chair who will chair all meetings of the Board and General Meetings and be responsible together with the Vice Chair and Finance Director for overseeing the work of Executive Directors;
- (c) The Vice Chair who will deputise for the Chair as required and assist him or her in the general management of the Company;
- (d) The Finance Director who shall be responsible for the financial affairs of the Company including the maintenance and management of financial accounts and such other financial duties as may be necessary for the effective administration of the Company;
- (e) A Support Director who shall be responsible for the oversight of the secretarial and administrative functions; and
- (f) Up to four other directors (being the Executive Directors) who shall be appointed in respect of the Programme Areas of the Company.

17.3 Subject to the provisions of Article 17.5 all directors shall be elected at the Annual General Meeting of the Company. All directors, including any director co-opted under Article 17.5 shall hold office for a period of not more than three consecutive years whereupon they shall be eligible for re-election for a further period of up to three years whereupon they shall be eligible for re-election for a final period of up to three years. Save as hereinafter provided, no person shall be entitled to serve as a director for a continuous period of more than nine years from the original date of election and shall retire at the Annual General Meeting following the expiry of such nine year period (or if the nine year period shall expire on the date of the Annual General Meeting shall retire at that Meeting). Following such retiral a director shall not be eligible to be co-opted or elected as a director for a period of 24 months.

17.4 Any paid employees of the Company shall be appointed by the Board and may be appointed for such term as the Board of Directors shall see fit.

17.5 Any casual vacancy occurring at any time on the Board may be filled by co-option at the discretion of the remaining members of the Board having regard to maintaining a proper skills, knowledge and representation balance on the Board. In the event of the Board co-opting any director, the individual co-opted may continue in office until the next AGM when he or she shall stand against any other person nominated as a director for re-election.

17.6 Decisions of the Board of Directors shall be made by a simple majority. All members of the Board shall have one vote except that the Chair shall have a casting vote as well as a deliberative vote. A quorum shall be half the current total number of members of the Board rounded up to the next whole number if necessary subject to a minimum of three. The Board members shall not have the power to appoint alternates. If a Board Meeting duly convened is not quorate the meeting may continue as if it was but any decisions made



must be ratified at the next available quorate Board meeting. Discussions may be held at an inquorate meeting but decisions not taken on matters of a material nature.

- 17.7 The Board shall meet at least four times per annum at such places and times as it may from time to time decide provided that not more than four months shall elapse between one meeting and the next. Notice of every meeting stating the general nature of the business to be transacted shall be sent by the Support Director to each Director as at least seven days prior to the date fixed for such meetings.
- 17.8 Every Director or member of a committee, sub-committee or working group or any individual who has incurred expense for the purpose of transacting the business of the Company may be reimbursed out of the funds of the Company, such reasonable costs and expenses incurred by them in connection with the discharge of their duties to the Company. Clause 19 of the Model Articles shall not apply to the Company and, subject to this Article 17.8, no payments shall be made to directors provided that honoraria as approved at the Annual General Meeting of the Company in accordance with Article 8.3(e) may be paid.

### **CONFLICT OF INTEREST**

18. A member of the Board shall not vote at a meeting of the Board or of a subcommittee of the Board on any resolution concerning a matter in which he/she directly or indirectly has an interest or duty which is material and which conflicts or may conflict with the interests of the Company and all members of the Board shall comply at all times with the provisions of the 2006 Act and the Model Articles in relation to any such interest.

### **PROCEEDINGS OF DIRECTORS**

- 19.1 Directors shall not have the power to appoint alternate directors.
- 19.2 The office of Director shall be vacated if:-
- (a) he ceases to be a Director by any provision of the Act or he becomes prohibited by the law from becoming a Director; or
  - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) he is or may be suffering from mental disorder and is incapable by reason of illness or injury of managing and administering his property and affairs: or
  - (d) he resigns his office by notice to the Company; or
  - (e) he shall for more than six consecutive months have been absent without permission of the Board from meetings of Directors held during that period and the Board resolve that his office be vacated.
- 19.3 A Director may participate in a meeting of the Board by means of conference telephone or other similar communications equipment whereby all the members of the Board participating in a meeting can hear each other and the members of the Board participating in this manner shall be deemed to present in person at such meeting for the purpose of Article 17.6 herein.

- 19.4 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.

## **POWERS OF THE BOARD**

20. The Board shall have power:-

- (a) to determine the policy to be followed in carrying out the objectives of the Company as specified in the Memorandum of Association. The Board shall be responsible for preparing the Company's Development Plan and related budgets and annual work programmes together with the preparation of such reports as will allow the membership at each General Meeting to review the Development Plan and work for the following year. In addition the Board shall present proposals to each AGM for the work of Executive Directors required for the following year based on the Development Plan and proposed work programmes. The Development Plan shall specify clearly the Programme Areas in which the work of the Company is to be concentrated and the action to be progressed in each of these Programme Areas in the ensuing year;
- (b) to make, maintain, publish and enforce all necessary policy statements, codes of conduct, codes of ethics, standing orders, Bye-laws, rules and regulations in connection with said objectives;
- (c) to delegate any of its powers to any committee, sub-committee, panel, working group or individuals whether or not the individuals to whom the powers delegated are Directors;
- (d) to prohibit any act or practice by Leagues, Clubs, committees, Groups, organisations or persons which in the opinion of the Board are or were detrimental to the interests of the Sport and to deal with any such League, Club, committee, sub-committee, Group, organisation or person disregarding such prohibition in such manner as it may think proper and in accordance with the Rules;
- (e) to inflict penalties and sanctions on Leagues, Clubs committees, sub-committees, Groups, organisations or persons for Misconduct as defined in Article 24 in accordance with the procedures set out in these Articles and in the Rules;
- (f) to require the members and others over whom it may have jurisdiction to ensure that their members accept, comply with and adhere to these Articles and the Rules; and
- (g) to nominate representatives to other bodies to represent the Company and to affiliate to such other bodies as may be desirable in the interests of the Sport in Scotland and the furtherance of the Company's objectives including without prejudice to the foregoing generality the International Table Tennis Federation (ITTF), the Commonwealth Table Tennis Federation (CTTF), the British Olympic Table Tennis Federation (BOTTF), the European Table Tennis Union (ETTU), the Scottish Sports Association (SSA), the Scottish Schools Sport Federation (SSSF) and the Commonwealth Games Council for Scotland (CGCS); and
- (h) to manage the affairs of the Company on a day to day basis and to determine all and any matters in connection with the affairs of the Company not in terms of the

Act or the Memorandum and these Articles reserved to a General Meeting of the Company.

## MINUTES

21. The Directors shall cause minutes to be made in books kept for this purpose:-
- (a) of all appointments of officers made by the Directors;
  - (b) of all proceedings at meetings of the Company or the Board, any committees (including programme committees and sub-committees) including the names of the persons present at each meeting.

## FINANCE

- 22.1 The Accounting Reference Date of the Company shall be the 31 March but subject to the approval of the Company in general meeting and to the provisions of the Act the Board may alter the Accounting Reference Date and make the necessary consequential amendments to the Articles of Association and/or the Rules with respect to the payment of the annual fees.
- 22.2 All fees shall be due and payable in full to the Finance Director not later than 1<sup>st</sup> December in each year. The basis for ascertainment of the fees due by any League shall be the number of members of each Leagues ascertained at the preceding 1<sup>st</sup> November in each year. It shall be incumbent on the Leagues' secretaries to observe the Company's Bye-Laws relating to players and in particular to make the appropriate details for registration available to the Support Director not later than 1<sup>st</sup> November in each year and the remit the appropriate affiliation fees to the Support Director no later than 1<sup>st</sup> December in each year. In the event that there is any default in the requirements of this Article not only may players be ineligible to enter Company tournaments at the discretion of the Board but each League which delays in settling the affiliation fees due after 1<sup>st</sup> December shall be fined such sum as may be determined by the Board but shall be a minimum of £25 per month or part month for any late payment. The provisions of this Article 22.2 are without prejudice to Article 7.1.
- 22.3 No member shall as such have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

## NOTICES

- 23.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
- 23.2 The Company may give notice or provide any other document to a member either: (i) personally; or (ii) by sending it by post in a pre-paid envelope addressed to the member at his registered address; or (iii) by leaving it at that address; or (iv) by sending it by fax to the last fax number notified to the Company; or (v) by a website, the address of which having been notified to the member; or (vi) by electronic mail to an address notified by the member to the Company. This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

- 23.3 A member present at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite of the purposes for which it was called.

### **MISCONDUCT**

24. For the purposes of these Articles the following may amount to “Misconduct” and may give rise to disciplinary action by or on behalf of the Board:-
- (a) a breach of the Rules of the Sport;
  - (b) a breach of these Articles or of the Rules;
  - (c) an anti-doping rule violation as the same is currently defined under the International Olympic Committee and/or as may be defined by the World Anti-Doping Agency (WADA);
  - (d) any conduct, act or omission which in the view of the Board or the appropriate Committee is or was detrimental to the interests of the Sport;
  - (e) any failure by any League, Club or Group to enforce compliance with the Rules by their members.

### **DISCIPLINE**

- 25.1 For the avoidance of doubt the Board shall have power to prohibit any act or practice by Leagues, Clubs, Groups Individual Members and other organisations or individuals under the jurisdiction of the Company which in the opinion of the Board is or was detrimental to the interests of the Sport and to inflict penalties for any Misconduct as defined in the preceding Article on any member or, in the event of any act of Misconduct carried out by an individual who is not a member of the Company, on the member to which that individual is affiliated (including where that member has failed to comply with Article 5 in respect of that individual) and in particular shall have powers to delegate to a disciplinary committee the powers of the Board to deal with discipline in terms of these Articles and in terms of the Disciplinary Rules and Procedures.
- 25.2 All members and also those in membership of any Club or organisation indirectly affiliated through a League or another body and the members thereof together with all office bearers, coaches, referees, umpires, officials or adult helpers shall be bound not only to observe the policies, rules and regulations made, or published, under the authority granted in these Articles, but also the Rules.

### **INDEMNITY**

28. 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 of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office carried out in good faith including any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss, damage or misfortune which happen to or be incurred by the Company in the execution of the duties of his office in good faith.