COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF FIFE GOLF LTD.

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF FIFE GOLF LTD.

1 DEFINED TERMS

1.1 The regulations contained in the Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 3229/2008), shall not apply to the Company.

1.2 In these Articles, unless the context requires otherwise:

Act means the Companies Act 2006;

AGC means a Golf Club that has affiliated to the Company;

AGM means an annual general meeting of the Company;

Articles means these articles of association, and

Article refers to a particular provision in them;

AS means a Golfing Society that has affiliated to the Company;

Company means Fife Golf Ltd, regulated by these Articles;

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

Director means a director of the Company, and includes any person occupying the position of director, by whatever name called;

Electronic form has the meaning given in section 1168 of the Act;

FG means Fife Golf Ltd;

Member means every Affiliated Golf Club (AGC) and Affiliated Society (AS) who have agreed to become a member of the Company and whose name is entered in the Company's register of members, in accordance with section 112 of the Act, and Company Membership shall be interpreted accordingly;

Ordinary resolution means a resolution passed by a simple majority of the Affiliated Golf Clubs;

SGL means Scottish Golf Limited

Special Resolution means a resolution of the Members (AGC) passed by a majority of not less than 75%; and

Writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.3 In these Articles, unless the context otherwise requires:

1.3.1 other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company;

1.3.2 words in the singular shall include the plural and in the plural shall include the singular; and

1.3.3 a reference to one gender shall include a reference to the other genders.

1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 LIABILITY OF MEMBERS

2.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:

2.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;

2.1.2 payment of the costs, charges and expenses of winding up; and

2.1.3 adjustment of the rights of the contributories among themselves.

PART 2: OBJECTS & POWERS

3 OBJECTS

3.1 The Company is established for the following purposes:

(a) to foster and maintain amateur golf and act as the governing body of amateur golf in Fife.

(b) to establish and annually organise such competitions and matches as are deemed appropriate. These will be open under the Conditions of Competition to amateur golfers who are members of Golf Clubs and Societies affiliated to FG.

(c) to organise matches against other appropriate bodies.

(d) to organise coaching schemes for and to develop the potential of amateur golfers in Fife.

(e) to collaborate with SGL and other relevant bodies on competitions, coaching, and development pathways.

(f) to ensure compliance with safeguarding legislation and sport-specific safeguarding policies.

(g) to represent the interests of Affiliated Member Golf Clubs (AGC) and Affiliated Societies (AS).

4 POWERS

4.1 In pursuance of the object set out in Article 3.1, the Company has the power to:

4.1.1 establish, maintain and operate a regional golf association;

4.1.2 promote and hold, either alone or jointly with any other association, club or persons,
meetings, competitions for the purpose of competitive golf, and to offer, give, or contribute towards prizes, medals, and awards;

4.1.3 provide advice or information;

4.1.4 co-operate with other bodies;

4.1.5 accept gifts and raise funds;

4.1.6 set aside funds for special purposes or as reserves against future expenditure;

4.1.7 deposit or invest its funds in any manner;

4.1.8 insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;

4.1.9 enter into contracts to provide services to or on behalf of other bodies;

4.1.10 do anything else within the law which promotes or helps to promote the objects set out in Article 3.1.

PART 3: DIRECTORS

5 DIRECTORS

The directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. All directors shall hold office from the conclusion of the AGM in which they are appointed for a term of up to 3 years. All directors shall be eligible to stand for re-election, subject to serving a maximum of two consecutive terms of office. A minimum of 4 directors are required.

5.1 Directors are elected by the Company Members or co-opted by the directors, in accordance with any procedures set out.

5.2 A director's term of office automatically terminates if he or she:

5.2.1 ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

5.2.2 is absent without notice from 3 consecutive meetings of the directors and is asked by a majority of the other directors to resign;

5.2.3 is incapable, whether mentally or physically, of managing his/her own affairs;

5.2.4 resigns by written notice to the directors, but only if at least two directors will remain in office; or

5.2.5 is removed by the Company Members.

6 DIRECTORS' PROCEEDINGS

6.1 The directors must hold at least 6 meetings each year.

6.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than four, and, unless otherwise fixed, it is four.

6.3 A meeting of the directors may be held either in person or by suitable electronic means agreed by the directors, in which all participants may communicate with all the other participants.

6.4 The Chairperson, or if the Chairperson is unable or unwilling to do so, some other director chosen by the directors present presides at each meeting.

6.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the directors (other than any conflicted director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

6.6 Every director has one vote on each issue.

6.7 A procedural defect of which the directors are unaware at the time does not invalidate decisions taken at a meeting.

7 DIRECTORS' POWERS

7.1 The directors may exercise any powers of the Company, which are not reserved to the Company Members.

7.2 The directors may delegate any of their functions to committees consisting of two or more individuals appointed by them on such terms as they think fit. At least one member of every committee must be a director, and all proceedings of committees must be reported promptly to the directors.

7.3 Committees to which the directors delegate any of their powers must follow procedures which are based, as far as they are applicable, on those provisions of the Articles which govern the taking of decisions by directors.

8 DIRECTORS' REMUNERATION AND EXPENSES

8.1 Directors may undertake any services for the Company that the directors decide. Directors are entitled to such remuneration as the directors determine for their services to the Company as directors and for any other service that they undertake for the Company.

8.2 The Company may pay any reasonable expenses that the directors properly incur in connection with the discharge of their responsibilities in relation to the Company, all in accordance with the Company's Finance Policy.

9 CONFLICTS OF INTEREST

9.1 The directors may, in accordance with the requirements set out in Article 10.2, authorise any situation in which a director has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest.

9.2 Any authorisation under Article 10.1 shall be effective only if:

9.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors;

9.2.2 any requirement as to the quorum is met without counting the interested director; and if the interested director's vote had not been counted.

9.3 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict of interests which has been authorised by the directors in accordance with these Articles or by the Members in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9.4 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes, unless the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

9.5 Where the number of non-conflicted directors is less than the quorum for the purposes of approving a resolution authorising any situation or transaction constituting a conflict as anticipated by the companies Acts, the quorum shall be all the disinterested directors.

9.6 When all the directors of the Company are conflicted, the Company shall pass the conflict to the Members for approval by ordinary resolution.

PART 4: MEMBERSHIP

10 ELIGIBILITY FOR MEMBERSHIP

10.1 To be eligible for membership of FG, Golf Clubs and Golfing Societies must be located within the County of Fife and have a Constitution / Rules / Articles of Association or other such information acceptable to FG and to SGL.

10.2 Membership of SGL will be through membership of FG.

10.3 FG and it's members must abide by SGL rules, byelaws and relevant codes of conduct.

10.4 Each AGC in membership of FG shall pay an annual affiliation fee.The affiliation fee of AGC will be a fixed amount per golfing member, irrespective of gender, but excluding junior members. The membership numbers AGCs submit will be as their records show on 30th September. They will then be invoiced in January of the following year and given till the end of March to settle their dues. Affiliation fees of AS will be a fixed sum.

10.5 Any club affiliated to FG for part of the financial year only may be liable for a full year's affiliation fee.

11 TERMINATION OF MEMBERSHIP

11.1 Any member (AGC, AS) whose affiliation fee is not paid to FG by 31st March in any year will be reported to SGL. If SGL decides to delete the name of such member from membership of SGL, such member will immediately cease to be a member of FG but will remain liable to pay its affiliation fee for any year during which it was a member of FG.

11.2 Any member (AGC, AS) wishing to withdraw from membership of FG must send written notice to that effect to the Secretary of FG not later than the last day of December, otherwise such member may be liable for the affiliation fee in respect of the year commencing on 1st January following.

11.3 The Board will have the right to restore any member (AGC, AS) in question to membership upon satisfactory arrangements being put into place for payment of the outstanding Subscription.

11.4 The Board may, by written notice, terminate the membership of any member (AGC, AS) or impose any other sanction they determine to be appropriate in connection with the breach of any terms of affiliation, or any act or misconduct by such member that, in the opinion of the Board, is or was detrimental to the interests of the Company.

12 GENERAL MEETINGS

12.1 Members are entitled to attend general meetings in person or by proxy but only if the appointment of a proxy is in writing and notified to the Secretary at least 72 hours before the commencement of the meeting.

12.2 The Company must hold a general meeting as an AGM in each year, in addition to any other general meetings in that year, and must specify the meeting as the AGM in the notices calling it.

12.3 Members will receive notice and supporting papers of the AGM no less than 14 days prior to the date of the meeting. Papers will include the Accounts for the previous financial year, a draft budget for the following year and individual reports from the chair and directors.

12.4 At the AGM Members must:

12.4.1 approve the accounts of the Company for the previous financial year;

12.4.2 elect directors to fill any vacancies arising; and

12.4.3 appoint reporting accountants or auditors for the Company.

12.5 Members may also, from time to time, discuss and determine any business put before them by the directors or set out in a valid request by the Member Clubs to call a general meeting pursuant to Article 13.6; and

12.6 A general meeting may be called by the directors at any time. A general meeting must be called within 21 days of a written request from at least 7 AGC.

12.7 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and, if any resolutions are to be proposed, setting out the terms of the proposed resolutions.

12.8 The chairperson of all general meetings shall be the Chair or, in their absence a senior director present.

12.9 There is a quorum at a general meeting if the number of delegates representing AGC, either present in person or by proxy, is at least 7.

12.10 Each AGC in membership of FG with 250 or more adult members will have the right to nominate one such member as a voting delegate and, in addition, one such member as a non-voting delegate to a general meeting. AGC with less than 250 adult members can be represented by one such member as a voting delegate. AS may send one non-voting delegate.

12.11 Except where otherwise provided by these Articles or the Companies Acts, a written resolution whether an ordinary or a special resolution is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

PART 5: ADMINISTRATIVE ARRANGEMENTS

13 RECORDS AND ACCOUNTS

13.1 The directors must comply with the requirements of the Companies Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

13.1.1 annual returns;

13.1.2 annual reports; and

13.1.3 annual statements of account.

13.2 The directors must also keep records of:

13.2.1 all proceedings at meetings of the directors;

13.2.2 all resolutions in writing;

13.2.3 all reports of committees; and

13.2.4 all professional advice obtained.

13.3 Accounting records relating to the Company must be made available for inspection by any director at any time during normal office hours, and may be made available for inspection by Members who are not directors if the directors so decide.

13.4 A copy of the Company's Articles of Association and latest available statement of account must be supplied on request to any director.

14 INDEMNITY

14.1 Subject to Article 15.2, a director or former director of the Company may be indemnified out of the Company's assets against:

14.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;

14.1.2 any other liability incurred by that director as an officer of the Company.

14.2 This Article 15 does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts, or by any other provision of law.

15 COMMUNICATIONS

15.1 Notices and other documents to be served on Members or directors under these Articles or the Companies Acts may be served:

15.1.1 by hand;

15.1.2 by post;

15.1.3 by suitable electronic means; or

15.1.4 through publication in the Company's newsletter or on the Company's website.

15.2 The only address at which a Member is entitled to receive notices sent by post is an address in Fife, Scotland shown in the register of Members.

15.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

15.3.1 24 hours after being sent by electronic means, posted on the Company's website or delivered by hand to the relevant address;

15.4 A technical defect in service of which the directors are unaware at the time does not invalidate decisions taken at a meeting.

16 AMENDING THE ARTICLES

16.1 No amendments may be made to this Article 17 or to Articles 3, 18, or 19 without a unanimous resolution of the Members.

16.2 Subject to Article 17.1, these Articles may be amended by special resolution of the Members.

16.3 Proposals for amendments may be made:

(a) by the Company, provided that a majority of those present at a Board meeting approve, or

(b) by a Member, by submission in writing, signed on behalf of at least seven AGC in membership of FG, delivered to the Secretary by 1st October for consideration at the next AGM. A representative from such a group must be present at that AGM.

17 PROFITS NOT TO BE DISTRIBUTED

17.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in Article 3.1.

17.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

17.2.1 reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;

17.2.2 interest on money lent by any member of the Company or director at a reasonable and proper rate per annum not above the published base lending rate of a clearing bank to be selected by the directors;

17.2.3 reasonable and proper rent for premises demised or let by any member or director; or

17.2.4 reasonable out-of-pocket expenses properly incurred by any director or member.

18 DISSOLUTION

18.1 In the event of the dissolution of FG, the funds and proceeds from the membership as at 1st October previous and any trophies belonging to FG will be disposed in such a manner as may be determined at a General Meeting at which the decision to dissolve FG is taken.