

SL 250221

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

DUNDEE GYMNASTICS CLUB 2K

INTERPRETATION

1. In these Regulations:-

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

"the Articles" means the Articles of the Company.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution.

"non-remunerated directors" means those directors who are not in receipt of remuneration or benefits in kind in respect of services provided to the Company under contracts of service or contracts for services.

"office" means the registered office of the Company.

"the seal" means the common seal of the Company.

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

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

Words importing the neuter gender only include the masculine and feminine genders; words importing the masculine gender only include the feminine gender, and vice versa.

FRIDAY



SCT #345
COMPANIES HOUSE

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

CATEGORIES OF MEMBERS

2. The following provisions will apply in relation to membership of the Company –
 - 2.1 There shall be three categories of member namely sporting member, full member and honorary member. Full members shall have the right to vote at all meetings of the Company but sporting members and honorary members shall have no vote, although they will be entitled to attend (but not to speak at) meetings of the Company.
 - 2.2 Sporting membership shall be available to persons aged five or over (with no upper age limit).
 - 2.3 Full membership shall be available to –
 - 2.3.1 Sporting members who are eighteen years of age or over and
 - 2.3.2 Parents and/or guardians of sporting members who have not yet attained the age of eighteen; Provided that (1) only one full membership will be granted in respect of any sporting member (but joint membership with the right to one vote will be permitted) and (2) no person will be entitled to membership (whether joint or otherwise) in respect of more than one sporting member.
 - 2.4 In the event of joint membership in accordance with Article 2.3.2, the right to vote is limited to the person whose name appears first on the application for membership.

HONORARY MEMBERSHIP

3. Honorary membership may be awarded by the directors to such persons as the directors think fit and may be awarded for a limited period or for the lifetime of the recipient.

APPLICATION FOR MEMBERSHIP

4. In relation to applications for membership of the Company:-
 - 4.1 Any person wishing to become a sporting member of the Company or a full member of the Company shall sign and lodge with the Company a written application for membership in such form as the directors require.

- 4.2 Any person wishing to become a sporting member of the Company shall lodge an application in accordance with Article 4.1.
- 4.3 The directors shall grant membership of the appropriate category if they are satisfied that the applicant satisfies the requirements for that category of membership. In addition the directors must be satisfied that the Company has appropriate facilities and coaching personnel, having particular regard to health and safety issues before admitting a member to any particular category of membership.
- 4.4 The directors shall have the right to require sporting members to take such tests of ability as they reasonably think appropriate from time to time.
- 4.5 It will not be competent to apply for honorary membership of the Company.
- 4.6 Membership is open to all and no application for membership will be refused on other than reasonable grounds. There will be no discrimination on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, political or other opinion.

MEMBERSHIP FEE

5. The following provisions will apply in relation to membership fees -
 - 5.1 The directors shall be entitled to charge an annual membership fee in which case membership will be conditional on payment of the fee. The amount of the fee shall be such amount as the directors decide from time to time and different rates may be applied to different categories of member and to different age groups; Provided that no membership fee will be payable by honorary members.
 - 5.2 The membership fee shall be payable on such date as the directors may determine and any member who has not paid the membership fee by the due date shall be liable to be expelled from membership at the instance of the directors and shall remain liable to expulsion until the membership fee has been paid.
 - 5.3 Any member whose membership fee has not been paid by the due date shall not be entitled to attend or vote at meetings of the company or to appoint a proxy to attend and vote in his place until the membership fee has been paid notwithstanding anything contained in Articles 36 to 40.

CESSATION OF MEMBERSHIP

6. Membership shall not be transferable and a member of the Company shall cease to be a member of the Company on his death or if he becomes of unsound mind or resigns his membership by seven clear days' notice in writing sent to or left with the secretary at the office.
7. A person admitted to membership shall automatically cease to be a member if the directors require that person to be tested in accordance with Article 4.4 and either that person does not take the test within the time limit specified by the directors or fails to test.

8. The directors shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have the right to be heard before any final decision is made.

EXPULSION FROM MEMBERSHIP

9. Subject to Articles 10 to 14, the Company may by special resolution, expel any person from membership.
10. Any member who wishes to propose at any meeting a resolution for the expulsion of any person from membership shall lodge with the Company written notice of his intention to do so (identifying the member concerned and specifying the grounds for the proposed expulsion) not less than six weeks before the date of the meeting.
11. The Company shall, on receipt of a notice under the preceding Article, forthwith send a copy of the notice to the member concerned and the member concerned shall be entitled to make written representations to the Company with regard to the notice.
12. If representations are made to the Company in pursuance of the preceding Article, the Company shall (unless such representations are received by the Company too late for it to do so)
- 12.1 state the fact of the representations having been made in the notice convening the meeting at which the resolution is to be proposed and
- 12.2 send a copy of the representations to every person to whom notice of the meeting is or was given.
13. Whether or not a copy of written representations has been given to each of the persons entitled to receive notice of the meeting, the member concerned shall be entitled to be heard on the resolution at the meeting.
14. Failure to comply with any of the provisions of Articles 10 to 13 shall render any resolution for the expulsion of a person from membership invalid.
15. A person expelled from membership under Articles 9 to 14 shall cease to be a member with effect from the time at which the relevant resolution is passed.

GENERAL MEETINGS

16. All general meetings other than annual general meetings shall be called extraordinary general meetings.
17. An extraordinary general meeting shall be convened by the directors on requisition by members (under section 368 of the Act) or on requisition by a resigning auditor (under section 392A of the Act).

18. Subject to the preceding Article and to the requirements under section 366 of the Act as to the holding of annual general meetings the directors may convene general meetings whenever they think fit.

NOTICE OF GENERAL MEETINGS

19. An annual general meeting and an extraordinary general meeting convened for the passing of a special resolution or a resolution requiring special notice shall be called by at least twenty one clear days' notice; all other extraordinary general meetings shall be called by at least fourteen clear days' notice.
20. A notice convening a meeting shall specify the time and place of the meeting; it shall also state the terms of any resolution which is to be proposed as a special resolution or extraordinary resolution or which constitutes a resolution requiring special notice and shall indicate the general nature of any other business to be transacted at the meeting.
21. A notice convening an annual general meeting shall specify the meeting as an annual general meeting.
22. Notice of every general meeting shall be given to all the members and directors and to the auditors.
23. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

24. Except as provided in Article 26 hereof no business shall be transacted at any meeting unless a quorum is present; one-third of the total of the full members of the Company for the time being, or such other number as the Company may in general meeting from time to time decide each being a full member or a proxy for a full member, shall be a quorum.
25. If the quorum required under the preceding Article is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
26. On the reconvening of any meeting previously adjourned under the preceding Article, the quorum shall be the number of members or proxies for members who attend the adjourned meeting.
27. The Chairperson (or, in his absence, the Vice-Chairperson) shall, if present, preside as chairperson of the meeting; if neither the Chairperson nor the Vice-Chairperson is present within fifteen minutes of the time appointed for holding the meeting, the

directors present shall elect one of their number to act as chairperson or, if there is only one director present, he shall be chairperson.

28. The chairperson may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place.
29. No business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place.
30. Where the meeting is adjourned for thirty days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and indicating the general nature of the business to be transacted; in any other case, it shall not be necessary to give any notice of an adjourned meeting.
31. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is demanded by the chairperson or by at least two members having the right to vote at the meeting and a demand by a person as proxy for a member shall be deemed to be a demand by such member.
32. Unless a poll is demanded in accordance with the preceding Article, a declaration by the chairperson that a resolution has been carried or carried unanimously or by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
33. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairperson; a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made nor the result of a show of hands declared after the demand is so withdrawn.
34. If a poll is demanded in accordance with Article 31, it shall be taken at once by means of a secret ballot of all the persons present and entitled to vote (whether as members or as proxies for members) conducted in such manner as the chairperson may direct; the result of such poll shall be declared at the meeting at which the poll was demanded.
35. A resolution in writing signed by all the members shall be as effectual as if it had been passed at a general meeting duly convened and held; it may consist of several documents in the same form each signed by one or more members.

VOTES OF MEMBERS

36. Subject to the provisions of Article 2.4, every full member shall have one vote which may be given either personally or (whether on a show of hands or on a poll) by proxy.

37. A full member who wishes to appoint a proxy to vote on his behalf at any meeting (or adjourned meeting) shall lodge with the Company, at the office, not less than 48 hours before the time for holding the meeting (or as the case may be, adjourned meeting), a written instrument of proxy (in such form as the directors require) signed by him; an instrument of proxy which does not conform with the preceding provisions or which is not lodged in accordance with such provisions shall be invalid.
38. A full member shall not be entitled to appoint more than one proxy to attend on the same occasion.
39. A proxy appointed to attend to vote at any meeting instead of a full member shall have the same right as the full member who appointed him to speak at the meeting and need not be a member of the Company.
40. A vote given, or poll demanded, by proxy shall be valid notwithstanding that the authority of the person voting or demanding a poll had terminated prior to the giving of such vote or demanding of such poll unless notice of such termination was received by the Company at the office before the commencement of the meeting or adjourned meeting at which the vote was given or the poll demanded.
41. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
42. No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid; any such objection shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

MAXIMUM AND MINIMUM NUMBER OF DIRECTORS

43. The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination the maximum number of directors shall be ten and the minimum number of directors shall be six.

APPOINTMENT AND RETIREMENT OF DIRECTORS

44. No person may be appointed as a director unless that person is a full member or is recommended by the directors.
45. At the first annual general meeting all the directors shall retire from office, and at every subsequent annual general meeting one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one director who is subject to retirement by rotation, he shall retire.

46. Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
47. If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the directors is put to the meeting and lost.
48. No person other than a director retiring by rotation shall be appointed or re-appointed a director at any general meeting unless he is recommended by the directors.
49. Not less than seven nor more than twenty-one clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or re-appointment as a director at the meeting. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of directors.
50. Subject to Article 44, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director and may also determine the rotation in which any additional directors are to retire.
51. The directors may appoint a person who is willing to act to be a director, (whether a member of the Company or not) either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not re-appointed at such annual general meeting, he shall vacate office at the conclusion thereof.
52. Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be re-appointed. If he is not re-appointed, he shall remain in office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

53. A director shall vacate office if:-

53.1 he ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director

53.2 he becomes bankrupt or apparently insolvent

53.3 he becomes incapable for medical reasons of fulfilling the duties of his office and such incapacity is expected to continue for a period of more than six months

53.4 he resigns office by notice to the Company.

53.5 he misses 3 consecutive board meetings.

APPOINTMENTS TO EXECUTIVE OFFICE

54. The directors shall from time to time appoint from among their number, persons to hold the offices of Chairperson and Vice-Chairperson and such other executive offices as the directors may consider appropriate; each such office shall be held until the conclusion of the annual general meeting which next follows appointment.
55. The appointments to executive office under the preceding Article shall be made at a meeting of directors held as soon as reasonably practicable after the incorporation of the Company and thereafter at a meeting of directors held immediately after each annual general meeting.
56. A director whose period of executive office expires under Article 54 may be re-appointed to such office (providing he is willing to act).
57. The appointment of any director to executive office shall terminate if he ceases to be a director or if he resigns from such executive office by written notice to the Company.
58. If the appointment of any director to executive office terminates under Article 57, the directors shall, at a meeting of directors held as soon as reasonably practicable after such termination, appoint another director to hold such office in his place; a director so appointed shall (subject to Article 57) hold such executive office until the conclusion of the first annual general meeting which follows such appointment.

DIRECTORS' INTERESTS

59. Subject to the provisions of the Act and of Clause 5 of the Memorandum of Association and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office,

59.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

59.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested in, and

59.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

60. For the purposes of the preceding Article:-

60.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified and

60.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

DIRECTORS' REMUNERATION AND EXPENSES

61. No director shall be entitled to any remuneration whether in respect of his office as director or as holder of any executive office under the Company.
62. A director shall not be precluded, by virtue of Article 61, from receiving remuneration or benefits in kind in respect of sports coaching which he or she provides to the Company under a contract of service or a contract for services.
63. The directors may be paid all travelling and other expenses properly incurred by them in connection with their attendance at meetings of directors, general meetings or meetings of committees of directors or otherwise in connection with the discharge of their duties.

POWERS OF DIRECTORS

64. Subject to the provisions of the Act, the Memorandum of Association and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company.
65. No alteration of the Memorandum of Association or these Articles and no direction given by special resolution shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given.
66. The powers conferred by Article 64 shall not be limited by any special power conferred on the directors by the Articles.
67. A meeting of directors at which a quorum (as provided for in Article 73) is present may exercise all powers exercisable by the directors.

68. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purpose and on such conditions as they may determine, including authority for the agent to delegate all or any of his powers.

PROCEEDINGS OF DIRECTORS

69. Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit.
70. Each of (1) the Chairperson, (2) the Vice-Chairperson and (3) any three directors may and the Secretary shall on the instructions of the Chairperson, the Vice-Chairperson or any three directors call a meeting of the directors.
71. No notice of a meeting of directors need be given to a director who is absent from the United Kingdom.
72. Questions arising at a meeting of directors shall be decided by a majority of votes; in the case of an equality of votes, the chairperson shall have a second or casting vote.
73. The quorum for the transaction of the business of the directors may be fixed by the Company in general meetings and, unless so fixed at any other number, shall be four directors. The majority of directors in attendance for the purposes of forming a quorum shall be non-remunerated directors.
74. The continuing directors or a sole continuing director may act notwithstanding vacancies but if the number of remaining directors is less than the number fixed as the quorum, they or he may act only for the purpose of filling vacancies or of calling a general meeting.
75. Unless he is unwilling to do so, the Chairperson shall preside as chairperson at every meeting of directors at which he is present.
76. If the Chairperson is unwilling to act as chairperson or is not present within fifteen minutes after the time appointed for the meeting, the Vice-Chairperson shall act as chairperson; if the Vice-Chairperson is not present within fifteen minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairperson of the meeting.
77. All acts done by a meeting of directors or by a meeting of a committee of directors or by a person acting as a director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any director or that any of them was disqualified from holding office or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
78. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held; it may consist of several documents in the same form each signed by one or more directors.

79. Except as otherwise provided by the Articles, a director shall not vote at a meeting of directors or at a meeting of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls with either or both of the following paragraphs:-
- 79.1 the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or any obligation incurred by him for the benefit of, the Company or any of its subsidiaries
- 79.2 the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or in part (and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security.
80. For the purposes of the preceding Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification not in force at the date of incorporation of the Company) connected with a director shall be treated as an interest of the director.
81. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
82. The Company may by special resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of the directors or at a meeting of a committee of directors.
83. Where proposals are under consideration concerning the remuneration or benefits in kind received or to be received by any director engaged in coaching activities, all directors present at the meeting and undertake coaching activities shall leave the meeting during consideration of those proposals and shall not be entitled to vote and shall not be counted in the quorum in respect of any resolution concerning that remuneration or these benefits in kind.
84. Where proposals are under consideration concerning the appointment of two or more directors to executive offices with the Company the proposals may be divided and considered in relation to each director separately; provided he is not for another reason precluded from voting, each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
85. If a question arises at a meeting of directors or at a meeting of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting be referred to the chairperson of the meeting; his ruling in relation to any director other than himself shall be final and binding.

86. The directors may invite or allow any person to attend and speak, but not to vote, at any meeting or meetings of the directors or of any of the committees of the directors.

DELEGATION TO COMMITTEES OF DIRECTORS AND HOLDERS OF EXECUTIVE OFFICE

87. The directors may, subject to Article 88, delegate any of their powers to any committee consisting of one or more directors; they may also delegate to the Chairperson or any director holding any other executive office such of their powers as they consider desirable to be exercised by him.
88. Any delegation of powers under the preceding Article may be made subject to such conditions as the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
89. Subject to any condition imposed in pursuance of the preceding Article, the proceedings of a committee consisting of two or more directors shall be governed by the Articles regulating the proceedings of meetings of directors so far as they are capable of applying.
90. Unless otherwise determined by special resolution, the following matters shall be excluded from delegation in terms of Article 87:-

90.1 the appointment or dismissal of any employee of the Company;

90.2 the purchase or sale of, or dealing in any way with, heritable property.

SECRETARY

91. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

MINUTES

92. The directors shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meetings of the directors, meetings of committees of directors; a minute of a meeting of directors or of a committee of directors shall include the names of the directors present.

THE SEAL

93. in relation to the Seal, the following shall apply:-

93.1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless

otherwise so determined it shall be signed by a director and by the secretary or by two directors.

93.2 The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the directors.

HONORARY PRESIDENT

94. The directors may appoint any person to be Honorary President and any person or persons to be patrons of the Company for such term or terms specified at the time of appointment as they shall think fit. Such persons shall not by virtue only of such appointment be directors or members of the Company.

ACCOUNTS

95. The directors shall cause accounting records to be kept by the Company in accordance with Section 221 of the Act.

96. The accounting records shall be kept at the office or, subject to section 222 of the Act, at such other place or places as the directors may think fit, and the accounting records shall always be open to the inspection of any director.

97. 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 as authorised by the directors or by ordinary resolution of the Company.

AUDITORS

98. Auditors of the Company shall be appointed and their duties regulated in accordance with the Act.

NOTICES

99. Any notice to be given in pursuance of these Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing; the Company may give any such notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at his registered address or by leaving it at that address.

100. Any notice, if sent by post, shall be deemed to have been given at the expiry of twenty four hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

101. 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.

WINDING UP

102. If the Company is wound up, the liquidator shall transfer the assets of the Company to an appropriate body in accordance with the provisions of the Memorandum of Association.

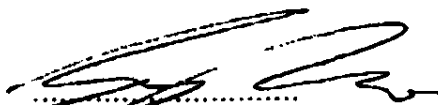
INDEMNITY

103. In relation to indemnity for directors, the following shall apply:-

103.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any loss or liability which he may sustain or incur in connection with the execution of the duties of his office including without prejudice to that generality, 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 from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

103.2 The directors shall have power to purchase and maintain for any director, officer or auditor of the Company, insurance against any such liability as is referred to in Section 310(1) of the Act.

Names, addresses and descriptions of subscribers



Scott Norrie
73 Balgarthno Road
Dundee
DD2 4QY

D Walker
Douglas Walker
5 Station Road
Invergowrie

Dated this THIRD day of MAY. 2003

Witness to the above Signatures:-

R Carson
R. CARSON
101 BROWNIK Ferry RD
DUNDEE
DRK GJE

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

**MEMORANDUM OF ASSOCIATION of
DUNDEE GYMNASTICS CLUB 2K**

1. The Company's name is "DUNDEE GYMNASTICS CLUB 2K".
2. The Company's registered office is to be situated in Scotland.
3. This Clause shall be interpreted as if it incorporated an overriding qualification to the effect that in any case in which an activity permitted under this Clause is in its nature capable of being carried on for purposes which are not charitable or only partially so as well as for purposes which are wholly charitable (the word charitable having the meaning ascribed to it for purposes of Section 505 of the Income and Corporation Tax Act 1988 including any statutory amendment or re-enactment for the time being in force (which meaning shall be assigned to the word charitable wherever it appears in this Memorandum of Association) the powers of the Company under this Clause in respect of the carrying on of such activity shall be deemed to be limited to the carrying on of such activity in such manner as will not prejudice the charitable status of the Company under the statutory provisions referred to above. Subject to that over-riding qualification the objects for which the Company is established are:-

to benefit the inhabitants of the City of Dundee and the County of Angus (being the persons for whom the aftermentioned training and facilities are primarily but not wholly intended) by providing, or assisting in the provision of training and facilities for recreation or other leisure time occupation in the interest of social welfare and in an effort to improve their conditions of life.
4. In furtherance of the foregoing objects the Company shall have the following powers:-
 - 4.1 to establish and operate facilities suitable for the promotion and training of gymnastics or any other sport, recreational or leisure time activity within the area of the City of Dundee and the County of Angus.
 - 4.2 to co-operate with and assist any Government Department, corporation, association or person within the United Kingdom concerned with indoor or outdoor sports or recreational or leisure facilities and generally to encourage and assist in the provision of sports, recreational and leisure facilities.
 - 4.3 to engage and employ such persons as may be required for the efficient operation of the said facilities and to engage and employ instructors in gymnastics and any other sport, recreational or leisure time activity as may from time to time be necessary.

- 4.4 to stimulate interest in all aspects of gymnastics and any other indoor or outdoor sport, recreational or leisure activity and generally to engage in such other activities as are incidental or conducive to the attainment of the aforesaid objects.
- 4.5 to carry on any other business whatsoever similar to the main business of the Company by way of extension of or in connection with any such main business as aforesaid or as calculated directly or indirectly to develop any branch of the business of the Company or to increase the value of or render more profitable any of the assets, properties or rights of the Company.
- 4.6 to carry out the objects of the Company as principals, agents, trustees or otherwise and either alone or in conjunction with others and likewise to do all such other things as are incidental or may be thought conducive to the attainment of the objects of the Company and in particular and without prejudice to this generality in aid of and for the purposes of the Company.
- 4.7 to acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company or to acquire an interest in, amalgamate with or enter into partnership or any arrangement for sharing profits or for co-operation or for mutual assistance with any such person, firm or company or for subsidising or otherwise assisting any such person, firm or company and to give by way of consideration for any of the acts or things aforesaid or property acquired any debentures, debenture stock or securities that may be agreed upon and to receive by way of consideration for any of the acts or things aforesaid or property acquired any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- 4.8 to take or otherwise acquire and hold shares, stock, debentures or other securities or interests in any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.
- 4.9 to purchase, feu, excamb, take on lease, hire or otherwise acquire any heritable or moveable property, patents, licences, rights or privileges which the Company may think necessary or convenient for the purposes of its business and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
- 4.10 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital and also by a similar mortgage, charge, standard security, lien or other security to secure and

guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

- 4.11 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 4.12 to support and subscribe to any charitable object and to support and subscribe to any institution, society or club which may be for any charitable purpose connected with the activities of the Company or for the furtherance of its objects or which may be connected with any town or place where the Company carries on business.
- 4.13 to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds either absolutely or conditionally, or in trust for any of the objects of the Company.
- 4.14 to effect insurance against risks of all kinds.
- 4.15 to lend money, with or without security, on any terms that may be thought fit and particularly to customers or other persons having dealings with the Company and to guarantee the contracts or obligations of the customers or other such persons as aforesaid.
- 4.16 to make grants or loans (with or without security) to any other charitable body or charitable purpose and to grant guarantees and contracts of indemnity on behalf of any such charitable body or charitable purpose.
- 4.17 to invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.
- 4.18 to remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.
- 4.19 to pay all or any expenses incurred in connection with the promotion, formation and the incorporation of the Company or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing any securities of the Company.
- 4.20 to enter into any partnership or arrangement in the nature of a partnership, corporation or union of interests with any person engaged in, interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which the Company is authorised to carry on or conduct or from which the Company would or might derive any benefit whether direct or indirect.
- 4.21 to promote or concur in establishing or promoting any other company for the purpose of acquiring all or any part of the business or property or right of the Company, and undertaking all or any of its liabilities, or of undertaking any

business or operations which may appear likely to benefit the Company, or to enhance the value of the business or any property of the Company and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company.

4.22 to apply for, promote and obtain any private Act of Parliament, order or licence of the Department of Trade or other authority to enable the Company to carry any of its objects into effect or to effect any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

4.23 to enter into any arrangements with any Government or Authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government or Authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charges, decrees, rights, privileges and concessions.

4.24 to sell, feu out, exchang, let or otherwise dispose of the whole properties and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit and in particular for shares (fully or partly paid up), debentures, debenture stock or security of any other company whether promoted by the Company for the purpose or not.

In this Clause the word "company", except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

5. In relation to the Company's assets and its dealings with members and directors:-

5.1 Subject to Clause 5.2:-

5.1.1 the income and property of the Company shall be applied solely towards the promotion of its objects as set out in Clause 3 of this Memorandum of Association;

5.1.2 no part of the income and property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to the members of the Company; and

5.1.3 no benefit in money or money's worth shall be given by the Company to any director except in respect of services rendered by a director in accordance with Clause 5.2.1 of this Memorandum of Association, payment of any sporting courses which the director is required to attend in accordance with Clause 5.2.2 of this Memorandum of Association and repayment of out-of-pocket expenses reasonably incurred by a director.

5.2 The Company shall, notwithstanding the provisions of Clause 5.1 of this Memorandum of Association be entitled:-

5.2.1 to pay reasonable and proper remuneration to any officer, member or servant of the Company in return for services actually rendered to the Company

5.2.2 to pay the reasonable costs of attending any sporting course which any officer, member or servant of the Company is required to attend in order to maintain his or her coaching qualifications providing always that such officer, member or servant is engaged in coaching activities on behalf of the Company;

5.2.3 to pay interest at a rate not exceeding the commercial rate on money lent to the Company by any director or member of the Company

5.2.4 to pay rent at a rate not exceeding the open market rent for premises let to the Company by any director or member of the Company, and

5.2.5 to purchase assets from, or sell assets to, any director or member of the Company providing such purchase or sale is at market value.

6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

8. In relation to a winding up of the Company:-

8.1 If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the members of the Company but shall be transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Company and

whose constitution restricts the distribution of income and assets among members to an extent at least as great as does Clause 4 of this Memorandum of Association.

8.2 The body or bodies to which property is transferred under Clause 8.1 of this Memorandum of Association shall be determined by the members of the Company at or before the time of dissolution or, failing such determination and approval, by such court as may have or may acquire jurisdiction.

8.3 To the extent that effect cannot be given to the provisions of Clauses 8.1 and 8.2 of this Memorandum of Association, the relevant property shall be applied to some other charitable object or objects.

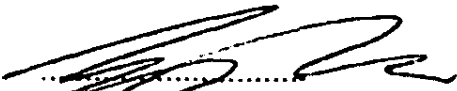
9. In relation to the Accounts of the Company:-

9.1 Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any director of the Company.

9.2 The Company's Auditors shall make a report to the members on the accounts examined by them and on every balance sheet and income and expenditure account and on all group accounts, copies of which are to be laid before the Company in general meeting.

WE, the Subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum.

Names, addresses and descriptions of Subscribers



Scott Norrie
73 Balgarthno Road
Dundee
DD2 4QY



Douglas Walker
5 Station Road
Invergowrie

Dated this *3rd* *May* day of *May* 2003

Witness to the above Signatures:-



P. Carlson
101 B/Fenny Rd.
Dunfermline
DD4 6SE