

# SCOTTISH KORFBALL ASSOCIATION CONSTITUTION STATUS: CONFIRMED (8<sup>th</sup> April 2017)

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## Name

1. The name of the association is the Scottish Korfball Association (“the SKA”).

## Affiliation

2. The SKA shall be affiliated to the International Korfball Federation (“the IKF”) and agrees to abide by such rules and regulations as the IKF may prescribe from time to time.

## Objects

3. The SKA’s objects are to:

- 3.1. Foster, encourage, promote and develop the sport of korfball (“the sport”) in Scotland.
- 3.2. Uphold the rules of the sport as prescribed by the IKF, subject to such local modification as is deemed appropriate in the circumstances.
- 3.3. Govern competitions, including the Scottish Korfball League, and other activities in connection with the sport.
- 3.4. Sanction the holding of korfball tournaments, championships, competitions and events organised by members, and assist with the organisation of such events.
- 3.5. Manage the affairs of the Scottish national korfball teams at all levels of play, and select individuals to represent Scotland in these teams.
- 3.6. Co-operate with and support national and international organisations with similar objects to the SKA in their development of korfball.
- 3.7. Assist, advise and liaise with statutory and voluntary bodies on all matters relevant to the sport.
- 3.8. Advance and safeguard the interests of the sport in Scotland and do all such lawful things as may be deemed necessary to achieve his.

4. In pursuance of the objects set out in clause 3 (but not otherwise), the SKA shall have the power to:

- 4.1. Organise and manage korfball competitions in Scotland, and have jurisdiction to settle any disputed points arising in such competitions including, but not limited to, points arising from the Rules of Korfball (under clause 3.2) and

disciplinary matters.

- 4.2.** Make, vary, alter, maintain, promulgate and enforce regulations and policies for the control and governance of the sport in Scotland, and carry out the terms of such policies, including anti-doping programmes and disciplinary policies, as may be put in force from time to time.
- 4.3.** Promote the teaching of the sport and encourage and make arrangements for the training and accreditation of coaches, teachers, referees and other officials.
- 4.4.** Co-operate with education authorities, universities and similar bodies in the promotion of the sport and of appropriate opportunities for related education of players, coaches, teachers, referees and officials
- 4.5.** Control the affairs of the Scottish national korfbal teams at all levels, and regulate Scottish entries to international competitions at club or national level.
- 4.6.** Print, publish, issue, circulate and commission papers, periodicals, books, circulars and other literary works, and commission or make films, video or sounds recordings, and visual aids in connection with the sport.
- 4.7.** Purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the SKA's activities.
- 4.8.** Improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the SKA.
- 4.9.** Sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the SKA.
- 4.10.** Engage such consultants and advisers as are considered appropriate from time to time.
- 4.11.** Effect insurance of all kinds.
- 4.12.** Invest any funds which are not immediately required for the SKA's activities in such investments as may be considered appropriate (and dispose of, and vary, such investments).
- 4.13.** Liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the SKA's objects.
- 4.14.** Establish or support any charity, and make donations for any charitable purpose falling within the SKA's objects.
- 4.15.** Take such steps as may be deemed appropriate for the purpose of raising funds for the SKA's activities.
- 4.16.** Accept grants, donations and legacies of all kinds (and accept any reasonable conditions attaching to them).
- 4.17.** Do all such all other lawful things as are deemed necessary and appropriate for the attainment of its objects.

## Equalities

**5.** In pursuance of its objects, the SKA shall:

**5.1.** Strive to avoid intentional and unintentional discrimination by virtue of age, disability, gender reassignment status, marriage or civil partnership status, race, religion or belief, sex, or sexual orientation; and

**5.2.** Undertake whatever changes in organisation or facilities as may be reasonable and necessary to achieve this.

**5.3.** Regarding Transgender Guidelines, the SKA will operate in accordance with the IOC Guidelines published November 2015.

## General structure

**6.** The structure of the SKA shall consist of:

**6.1.** the MEMBERS - who have the right to attend the annual general meeting (and any extraordinary general meeting) and have important powers under the constitution; in particular, the members elect people to serve on the Management Committee and take decisions in relation to changes to the constitution itself; and

**6.2.** the MANAGEMENT COMMITTEE - who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of the SKA; in particular, the Management Committee is responsible for monitoring the financial position of the SKA.

## Qualifications for membership

**7.** Membership shall be open in the following classes:

**7.1.** Club Membership, which shall be open to any club operating primarily in Scotland which supports the objects specified in clause 3;

**7.2.** Adult Membership, which shall be open to any individual aged sixteen or over.

**7.3.** Junior Membership, which shall be open to any individual under the age of sixteen.

**8.** Each individual who is a member of an SKA member club shall also be required to become an Adult Member (under clause 7.2) or Junior Member (under clause 7.3) of the SKA in order to participate in SKA activities.

**9.** At annual general meetings and extraordinary general meetings of the SKA, Club Members shall be entitled to a maximum of five voting representatives, in accordance with clause 31. Adult Members and Junior Members shall have no voting rights.

## **Application for membership**

**10.** Any person or club who wishes to become a member must lodge with the SKA a written application for membership, together with any membership subscription required under clause 14. For the purposes of this clause, submission of a list of individual members by a Club Member shall be sufficient to confer Adult Membership or Junior Membership on those individuals, provided any membership fees are also paid, and a “Written Application” shall include submission by e-mail or internet form.

**11.** The Management Committee may, at its discretion, refuse to admit any club or person to membership but shall not do so without good reason.

**12.** The Management Committee shall consider each application for membership at the first Management Committee meeting which is held after receipt of the application; the Management Committee shall, within fourteen days after the meeting, notify the applicant of its decision on the application.

**13.** By applying to become a member of the SKA, each person and club agrees to abide by the terms of this constitution and of any other rules that the SKA may effect from time to time.

## **Membership subscription**

**14.** The SKA may charge such membership subscriptions as the Management Committee think reasonable, and may charge different levels of subscription to each class of membership.

**15.** The amount of any membership subscription shall be announced at the Annual General Meeting, and shall fall due by a date to be determined by the Management Committee. Any member who fails to pay the membership subscription by the due date shall not be eligible to participate in the SKA’s activities until the relevant payment has been made.

## **Register of members**

**16.** The Management Committee shall maintain a register of members, setting out the full name and e-mail address of each member, the date on which that member was admitted to membership, and the date on which any person ceased to be a member.

### **Withdrawal from membership**

**17.** Any club or person who wishes to withdraw from membership shall sign, and lodge with the SKA, a written notice to that effect; on receipt of the notice by the SKA, that club or person shall cease to be a member. A member who withdraws from the SKA shall not be entitled to any reimbursement, in whole or in part, of the membership subscription.

### **Suspension and Expulsion from membership**

**18.** Any club or person may be suspended or expelled from membership by way of a resolution passed by majority vote at an annual general meeting or extraordinary general meeting, providing the following procedures have been observed:

**18.1.** at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed suspension or expulsion; and

**18.2.** the member concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

**19.** Any club or person against whom proceedings are brought under clause 18 may be provisionally suspended from all SKA activities by the Management Committee if, in the circumstances, it is deemed reasonable to do so. Where a provisional suspension is in place, the meeting at which the matter of suspension or expulsion is to be settled must be held within 28 days of provisional suspension taking effect.

**20.** Any club or person suspended or expelled from membership under clause 18 shall be notified of the decision by the Management Committee, in writing, within fourteen days after the general meeting at which the resolution was proposed, with such notification to include the length of any suspension or period to elapse before readmission to membership will be considered.

### **General meetings (meetings of members)**

**21.** The Management Committee shall convene an Annual General Meeting (AGM) no later than 1<sup>st</sup> June each year, and not more than 15 months shall elapse between one AGM and the next.

**22.** The business of each AGM shall include:

**22.1.** a report by the Chair on the activities of the SKA and of its sub-committees;

**22.2.** consideration of the independently examined annual accounts of the SKA;

**22.3.** the election of members of the Management Committee, as referred to in

clause 36.

**22.4.** consideration of any motions submitted by members.

**23.** The Management Committee may convene an Extraordinary General Meeting (EGM) at any time, and must convene such a meeting if a written request for such a meeting, detailing the specific business to be discussed (including the precise wording of any resolution or proposed change to this Constitution) and signed by representatives of one half of Club Members, is received. The business of any EGM shall be restricted solely to the matter petitioned.

### **Notice of general meetings**

**24.** At least 28 clear days' notice must be given (in accordance with clause 69) of any AGM or EGM; the notice must indicate the general nature of any business to be dealt with at the meeting and, in the case of a resolution to alter the constitution, must set out the terms of the proposed alteration.

**25.** The reference to "clear days" in clause 24 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, and also the day of the meeting, should be excluded.

**26.** Notice of every general meeting shall be given (in accordance with clause 69) to all the members of the SKA, and to all the members of the Management Committee, however a failure to notify specific members shall not be sufficient to invalidate the proceedings of the meeting unless it can be shown that this omission has prejudiced any decisions made.

### **Procedure at general meetings**

**27.** No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be one half of Club Members.

**27.1.** For the avoidance of doubt, it is the number of clubs represented that is pertinent for the quorum, not the number of club representatives (under clause 31). If one half of clubs is represented the quorum is met.

**28.** If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, 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.

**29.** The Chair of the SKA shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the Chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the members of the Management Committee present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.

**30.** The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.

**31.** Each member club shall be entitled to a maximum of five voting representatives, who shall have one vote each which must be given in person. No voting representative may vote more than once on any motion, and each club must therefore send five individual representatives to each general meeting in order to utilise all of its voting rights. The names of the individuals representing each club (who must also be Adult Members of the SKA) must be notified to the Secretary prior to the commencement of the meeting, and may not be altered once the meeting has begun.

**32.** A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson or by representatives of at least two Club Members present in person at the meeting; a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.

**32.1.** If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

**33.** All business, except alterations to the constitution (clause 73) and a motion to dissolve the SKA (clause 71), shall be settled by a simple majority of voting representatives present and entitled to vote. If there is an equality of votes for and against any resolution, the chairperson of the meeting shall not be entitled to a casting vote and the status quo shall prevail.

### **Maximum number of Management Committee members**

**34.** The maximum number of members of the Management Committee shall be seven.

### **Eligibility, election, retiral, re-election**

**35.** Only Adult Members of the SKA shall be eligible for election or appointment to the Management Committee.

**36.** At each AGM, the members may (subject to clause 34) elect any Adult Member to be a member of the Management Committee.

**36.1.** Each candidate for the Management Committee must be proposed and seconded by any member present and entitled to vote at the AGM.

**36.2.** If there are more candidates for the Management Committee than the maximum number of allowed members (as stated in clause 34) the candidate with the fewest votes shall be removed from consideration, and the vote recast. This shall continue until the maximum number of Management Committee members has been elected.

**37.** The Management Committee may at any time co-opt any Adult Member to be a member of the Management Committee (subject to clause 34).

**38.** At each AGM, all of the members of the Management Committee shall retire from office but shall then be eligible for re-election.

### **Termination of office**

**39.** A member of the Management Committee shall automatically vacate office if:

**39.1.** that member resigns office by notice to the SKA; or

**39.2.** that member ceases to be a member of the SKA; or

**39.3.** that member becomes incapable for medical reasons of fulfilling the duties of office and such incapacity is expected to continue for a period of more than six months; or

**39.4.** that member is absent (without good reason) from two or more consecutive meetings of the Management Committee, and the Management Committee resolve to remove that person from office.

**39.5.** that member is removed from office by a competent resolution at an Extraordinary General Meeting.

### **Register of Management Committee members**

**40.** The Management Committee shall maintain a register of Management Committee members, setting out the full name and address of each member of the Management Committee, the date on which each such person became a Management Committee member, and the date on which any person ceased to hold office as a Management Committee member.

### **Office Bearers**

**41.** The Management Committee members shall elect from among themselves a Chair, a



Secretary and a Treasurer, and such other office bearers (if any) as they consider appropriate.

**42.** All of the office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election.

**43.** A person elected to any office shall cease to hold that office if that person ceases to be a member of the Management Committee or if that member resigns from that office by written notice to that effect. An office bearer resigning office must also resign from the Management Committee, although that person may be immediately co-opted back onto the Management Committee in accordance with clause 37

### **Powers of Management Committee**

**44.** Except as otherwise provided in this constitution, the SKA and its assets and undertaking shall be managed by the Management Committee, who may exercise all the powers of the SKA, as set out in clause 4

**45.** A meeting of the Management Committee at which a quorum is present may exercise all powers exercisable by the Management Committee.

### **Personal interests**

**46.** A member of the management committee who has a personal interest in any transaction or other arrangement which the SKA is proposing to enter into must declare that interest at a meeting of the Management Committee; that member will be debarred from voting on the question of whether or not the SKA should enter into that arrangement.

**47.** For the purposes of clause 46, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of that member ~~or~~ any firm of which that member is a partner ~~or~~ any limited company of which that member is a substantial shareholder or director, has a personal interest in that arrangement.

**48.** A member of the Management Committee will not be debarred from entering into an arrangement with the SKA in which that member has a personal interest (or is deemed to have a personal interest under clause 47) and may retain any personal benefit gained from that participation in that arrangement, provided:

**48.1.** that member has declared the interest

**48.2.** that member has not voted on the question of whether or not the SKA should

enter into the relevant arrangement and

**48.3.** the requirements of clause 50 are complied with,

**49.** No member of the Management Committee may serve as an employee (full time or part time) of the SKA, and no member of the Management Committee may be given any remuneration by the SKA for carrying out duties as a member of the Management Committee.

**50.** Where a Management Committee member provides services to the SKA or might benefit from any remuneration paid to a connected party for such services, then

**50.1.** the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;

**50.2.** the Management Committee members must be satisfied that it would be in the interests of the SKA to enter into the arrangement (taking account of that maximum amount);

**50.3.** less than half of the Management Committee members must be receiving remuneration from the SKA (or benefit from remuneration of that nature).

**51.** The members of the Management Committee may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Management Committee, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

### **Procedure at Management Committee meetings**

**52.** Any member of the Management Committee may call a meeting of the Management Committee. Notice of at least seven days must be given of the meeting, unless (in the opinion of the person calling the meeting) the matter to be discussed is urgent.

**53.** Questions arising at a meeting of the Management Committee shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall not have a casting vote, and the status quo shall prevail.

**54.** No business shall be dealt with at a meeting of the Management Committee unless a quorum is present; the quorum for meetings of the Management Committee shall be four.

**55.** For the purposes of clause 54, “present” may mean in person or, by agreement in advance, through telephone or video conferencing.

**56.** If at any time the number of Management Committee members in office falls below the quorum specified in clause 54, the remaining Management Committee member(s) may act only for the purpose of filling vacancies or of calling a general meeting. No other decisions taken shall be valid.

**57.** Unless unwilling to do so (or not present), the chair of the SKA shall preside as chairperson at every Management Committee meeting; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Management Committee members present shall elect from among themselves the person who will act as chairperson of the meeting.

**58.** The Management Committee may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the Management Committee; for the avoidance of doubt, any such person who is invited to attend a Management Committee meeting shall not be entitled to vote.

**59.** The Management Committee shall be entitled to conduct business by e-mail correspondence between meetings. Where this is done, no action shall be taken without the consent of at least the same number of members as is specified as a quorum in clause 54.

### **Conduct of members of the Management Committee**

**60.** Each of the members of the Management Committee shall, in exercising their functions as a member of the Management Committee of the SKA, act in the interests of the SKA; and, in particular, must

**60.1.** seek, in good faith, to ensure that the SKA acts in a manner which is in accordance with its objects (as set out in this constitution)

**60.2.** act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person

**60.3.** in circumstances giving rise to the possibility of a conflict of interest between the SKA and any other party

**60.3.1.** put the interests of the SKA before that of the other party

**60.3.2.** where any other duty prevents him/her from doing so, disclose the conflicting interest to the SKA and refrain from participating in any discussions or decisions involving the other members of the Management Committee with regard to the matter in question.

### **Delegation to sub-committees**

**61.** The Management Committee may delegate any of their powers to any sub-committee consisting of one or more Management Committee members and such other persons (if any) as the Management Committee may determine; they may also delegate to the chair of the SKA (or the holder of any other post) such of their powers as they may consider appropriate.

**62.** Any delegation of powers under clause 61 shall be made subject to such conditions as the Management Committee may impose (in writing) and may be revoked or altered by the Management Committee at any time.

**62.1.** When delegating powers under clause 61, the Management Committee must set out the following terms of reference:

**62.1.1.** The nature of the business that the sub-committee is entitled to consider.

**62.1.2.** The composition of the sub-committee, and the process for the appointment or election of the sub-committee members.

**62.1.3.** The full extent of, and restrictions on, the powers that have been delegated, including, where appropriate, the maximum level of expenditure that the sub-committee is permitted to incur; and

**62.1.4.** The period for which any powers are delegated, and the process for the rescission of powers.

### **Operation of accounts and holding of property**

**63.** The signatures of two out of three unrelated signatories appointed by the Management Committee from within their number shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the SKA. Where online services are being used, it shall be sufficient for one individual to execute any transaction, provided that individual has received approval to execute that specific transaction, at a quorate meeting of the Management Committee.

**64.** The title to all property (including any land or buildings, the tenant's interest under any lease and (so far as appropriate) any investments) shall be held in the names of the Chair, Secretary and Treasurer of the SKA (and their successors in office), in Trust for the SKA; any person or body in whose name the SKA's property is held shall act in accordance with the directions issued from time to time by the Management Committee.

### **Minutes**

**65.** The Management Committee shall ensure that minutes are made of all proceedings at general meetings, Management Committee meetings and meetings of subcommittees; a minute of

any meeting shall include the names of those present, and (as far as possible) shall be signed by the chairperson of the meeting. All minutes shall be placed on the SKA's website and circulated by E-Mail to Club Members as soon as is practicable.

### Accounting records and annual accounts

**66.** The Management Committee shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

**67.** The Management Committee shall prepare annual accounts, complying with all relevant statutory requirements, and shall submit these accounts for an independent financial examination annually; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

**68.** The financial year of the SKA shall run from March 1<sup>st</sup> – February 28<sup>th</sup>. In the case of a leap year, the financial year shall end on February 29<sup>th</sup>.

### Notices

**69.** Any notice which requires to be given to a member under this constitution shall be in writing; such a notice may either be given personally to the member, be sent by post in a pre-paid envelope addressed to the member at the address last intimated by that member to the SKA, or be sent by e-mail to the member at the e-mail address last intimated by that member to the SKA.

### Dissolution

**70.** If the Management Committee determines that it is necessary or appropriate that the SKA be dissolved, it shall convene an Extraordinary General Meeting to propose its dissolution.

**71.** If a proposal by the Management Committee to dissolve the SKA is confirmed by a two-thirds majority of those Club Members present and voting at the general meeting convened under clause 70, the Management Committee shall have power to dispose of any assets held by or on behalf of the SKA - and any assets remaining after satisfaction of the debts and liabilities of the SKA shall be transferred to a charity or charities having objects similar to those of the SKA; the identity of the body or bodies to which such assets are transferred shall be determined by the members of the SKA at, or prior to, the time of dissolution.



**72.** For the avoidance of doubt, no part of the income or property of the SKA shall (otherwise than in pursuance of the SKA's purposes) be paid or transferred (directly or indirectly) to the members, either in the course of the SKA's existence or on dissolution.

### **Alterations to the constitution**

**73.** The constitution may be altered by a resolution passed by not less than two-thirds of those present and voting at a general meeting, providing due notice of the meeting, and of the resolution, is given in accordance with clauses 24, 25 and 26.