

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

– of –

SCOTTISH ATHLETICS LIMITED (the “**Company**”)

(Adopted on 17<sup>th</sup> September 2011 and amended on 8<sup>th</sup> September 2012, 14<sup>th</sup> September 2013, 26<sup>th</sup> September 2015, 24<sup>th</sup> September 2016, 30<sup>th</sup> September 2017 and 28<sup>th</sup> September 2019)

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GENERAL

The Regulations contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended shall not apply to the Company.

**1 INTERPRETATION**

1.1 The following terms shall for the purposes of these Articles bear the meanings set opposite them:

|                        |   |
|------------------------|---|
| Accounts               | audited balance sheet and income and expenditure accounts of the Company;   |
| the Act                | the Companies Act 2006 and as further modified by any statutory modification or re-enactment for the time being in force; |
| Articles               | these Articles of Association of the Company, as they may be amended from time to time;                                   |
| Annual General Meeting | any annual general meeting of the Company;  |
| Associate              | any organisation or association affiliated to the Company;  |
| Board                  | the Strategic Board of the Company;   |

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| Board members                          | members of the Board;   |
| Chair                                  | means the chair of the Board;   |
| Chief Executive                        | the chief executive officer of the Company;   |
| Club or Clubs                          | any Club which is member of the Company;  |
| Coach or Coaches                       | a person or persons who is or are recognised by UK Athletics as a Coach;  |
| Commission                             | a body established by the Company to manage one or more Discipline of Athletics or coaching or officiating;   |
| Commission Convenor                    | members of the Company appointed to act as the convenors of a Commission by the Company at the Annual General Meeting;  |
| Commission Officer                     | the officers of a Commission;   |
| Commission Secretary                   | the person appointed at the Annual General Meeting to act as secretary of a Commission;   |
| Department Heads                       | employees of the Company, responsible for key areas of the business of the Company and who have been nominated by the Chief Executive for the purposes of these Articles as Department Heads; |
| Discipline or Disciplines of Athletics | the following disciplines of athletics:<br>Cross Country Running<br>Fell and Hill Running<br>Track and Field<br>Race Walking<br>Road Running<br>Trail Running                                 |
| Extraordinary General Meeting          | any extraordinary general meeting of the Company;   |

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|-----------------------|--|
| Financial statements  | such annual statement of account as are prepared by the body in question and are submitted to its members;   |
| General Meeting       | any Annual General Meeting or Extraordinary General Meeting;   |
| Group Chair           | chair of any sub-group established by the Board;   |
| IAAF                  | International Association of Athletics Federations;  |
| League                | a league affiliated to the Company;  |
| office bearer         | any member of the committee of a Club or Associate;  |
| Official or Officials | a person or persons who is or are recognised by UK Athletics as an official;   |
| organised events      | events organised by the Company or by a League;  |
| President             | means the president of the Company elected at the Annual General Meeting of the Company who shall hold office for a maximum period of 4 years from appointment;                  |
| Scrutineers           | up to six tellers chosen by the General Meeting who shall act as scrutineers in the counting of any subsequent show of hands or other vote or ballot taken at a General Meeting; |
| Sportscotland         | a private company, limited by guarantee with Company Number SC199015 and having a place of business at Doges, Templeton Street, Glasgow G40 1DA; and                             |
| UK Athletics          | U.K. Athletics Limited or its successor as the governing body of athletics in the  |

In these Articles where the context so requires, references to the plural shall include the singular and vice versa. Words importing the masculine gender shall include the feminine.

- 1.2 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Company shall, if not consistent with the subject or context, bear the same meanings in these Articles.

## **2 MEMBERSHIP**

The company shall have six categories of members namely:

Club

Associate;

Schools;

Individual;

Honorary Life; and

Corporate

### **2.1 Club**

- 2.1.1 Membership of the Company shall be open to any Club wishing to participate in the sport of athletics which is admitted as a member by the Board.
- 2.1.2 Each Club shall be entitled to mandate one delegate, who shall be a member of that Club, to attend any General Meeting, speak and vote on its behalf.
- 2.1.3 Any individual desiring to participate in athletics in Scotland shall, subject to the rules of competition regarding unattached athletes (as defined by UK Athletics from time to time), be required to become a competing member of a Club.
- 2.1.4 For the purposes of article 2.1.3 any individual who is a competing member of a club which is affiliated to a body affiliated directly or indirectly to the IAAF shall be deemed to be a competing member of a Club.

## **2.2 Associate**

2.2.1 Associate membership of the Company shall be open to any association or organisation which is not operating as an athletics Club but which is interested in the development of athletics within Scotland, is prepared to support the objects of the Company and is admitted to membership by the Board.

2.2.2 Each such association or organisation shall be entitled to mandate one delegate, who shall be an office bearer or member of that Associate, to attend any General Meeting, speak and vote on its behalf.

## **2.3 Schools**

Schools membership shall be open to any school which applies to join the Company. Schools who are members of the company will be entitled to mandate one representative to attend and speak but not vote at General Meetings. Schools who are members of the Company will have the same benefits and rights in competitions as Clubs.

## **2.4 Individual**

2.4.1 Individual membership of the Company is available to anyone who shares an interest in the development of Scottish athletics, including athletes, coaches, officials, administrators or supporters, and who has paid the appropriate fee.

2.4.2 The following must be individual members of the Company:

2.4.2.1 athletes competing in the championships and organised events of the Company;

2.4.2.2 athletes selected to represent Scotland;

2.4.2.3 officials who are active in athletics in Scotland;

2.4.2.4 coaches who are active in athletics in Scotland;

2.4.2.5 persons appointed by the Company to carry out administrative duties at championship or other events organised by the Company;

2.4.2.6 Board Members (including the Chair);

2.4.2.7 members of Commissions;

2.4.2.8 the Company Secretary; and

2.4.2.9 any Honorary President.

Article 2.4.2.1 shall be without prejudice to the right of athletes unconnected to Scotland and Scottish Athletics to compete in the championships without being individual members of the Company.

2.4.3 Individual members are entitled to attend and speak but not vote at General Meetings of the Company.

## **2.5 Honorary Life Membership**

2.5.1 Honorary Life Membership of the Company may be conferred by the Company on any person who has rendered special service to the Company or its predecessor bodies.

2.5.2 Any Club, Associate or Commission may nominate any individual for consideration by the Board for Honorary Life Membership, and the Board shall consider such nomination at its next meeting.

2.5.3 The Board may nominate any individual, whether nominated in terms of clause 2.5.2 or by the Board itself, for consideration for Honorary Life Membership at a General Meeting.

2.5.4 Honorary Life Membership shall only be conferred on an individual if the proposal is supported by two thirds of the maximum number of eligible votes at the General Meeting at which the nomination is considered.

2.5.5 Individuals serving on the Board in any capacity shall not be eligible for Honorary Life Membership provided however that Honorary Life Members may be nominated for and elected to positions on the Board.

2.5.6 An Honorary Life Member shall be entitled to attend and speak but not vote at any General Meeting.

## **2.6 Corporate Members**

2.6.1 The Board may invite any organisation to be a Corporate member at such annual subscription or donation as is determined at a General Meeting and with such rights and privileges as decided by the Board from time to time. This category of membership is primarily, but not exclusively, concerned with staging and promoting Athletics Events and typically comprise organisations which provide athletic activity but do not match the definition of a Club, Association, or School.

2.6.2 Each Corporate member shall be entitled to attend and speak but not vote at a General Meeting.

## **2.7 Application for Membership**

2.7.1 Applications for Club, Associate, Schools, Corporate and individual membership of the Company shall be made on a form determined by the Board and accompanied by payment of the appropriate fee.

2.7.2 The Board may on cause shown refuse any application for membership.

2.7.3 Membership of the Company means that the Company shall have jurisdiction over the Club, Associate, School or Individual member on any matter affecting athletics in Scotland. In particular where the Company whether by itself or through a disciplinary tribunal set up under Article 9 of these Articles, makes a decision, it shall be the duty of that Club, Associate, School or Individual member to comply with it. Membership also means that the Club, Associate, School or individual member must comply with any byelaws, standing orders, codes of conduct or policy decisions made by the Board.

## **2.8 Resignation**

Clubs, Associates, Schools, and Corporate members intending to withdraw from membership of the Company must intimate their intentions in writing to the Company at least 21 days before the Annual General Meeting, failing which they shall be liable for the current year's fee.

## **2.9 Deemed Resignation**

Any Club, Associate, Schools who is a member shall be deemed to have resigned if the appropriate subscription (if any) has not been paid within six months of the due date. Any individual who is a member shall be deemed to have resigned if the appropriate subscription (if any) has not been paid or where no subscription was due, if the member has failed to renew his/her membership.

# **3 STRUCTURE**

## **3.1 Management**

The affairs of the Company shall be managed by the Board. The Board shall have power generally to act for the Company in any matter not reserved under these Articles for a General Meeting. The Board may make byelaws and

standing orders, approve codes of conduct and make policy decisions in connection with athletics in Scotland.

### **3.2 Membership of the Board**

3.2.1 The Board shall consist of:-

- (a) the Chair
- (b) the President
- (c) the Chief Executive
- (d) the Commission Convenors
- (e) Five persons appointed by the Board because of their specialist interest or expertise
- (f) the person appointed by the Board as Company Secretary (non-voting)

The Board reserves the right to consult with relevant others as required.

3.2.2 All voting members of the Board shall be directors of the Company for the purpose of the Act. The cessation of office (for whatever reason) of the persons holding those positions shall be deemed to be an intimation that the person has resigned as a director of the Company with effect from the date of cessation.

3.2.3 Any casual vacancy on the Board may be filled by the Board at its discretion. A Board Member so appointed shall hold office only until the next following Annual General Meeting. If not reappointed at such Annual General Meeting, the Board Member shall vacate office at the conclusion thereof.

3.2.4 The Board shall appoint such person as the Board sees fit to be Company Secretary of the Company. The Company Secretary, in common with the Board Members representing UK Athletics and SportsScotland in terms of articles 3.2.1(f) and (g) above, shall not have a vote on the resolutions considered at meetings of the Board or otherwise by the Board Members.

3.2.5 The Board Members appointed in terms of article 3.2.1(e) above or article 3.6 below shall be subject to retirement by rotation after they have been in office for a term of four or more years since they were appointed or reappointed. Board members may serve a maximum of two terms of four years. However, a Board Member may serve on the Board for a maximum of twelve years if appointed as Chair or President



of the Company, or to a senior position with an international federation. Further, in exceptional circumstances (for example, to assist succession planning), a Chair, President or Board Member may hold office for a further one year over the maximum term (8 years).

3.2.6 Any retiring Board Member shall be eligible for re-appointment after the end of their first tenure, but shall not be eligible for re-election thereafter, unless the exceptional circumstances outlined in 3.2.5 apply.

3.2.7 Both UK Athletics and Sportscotland shall each be entitled to appoint a person to attend all meetings of the Board as an observer. Any person so appointed:-

3.2.7.1 shall receive notice of meetings of the Board and all agendas, minutes and other papers pertaining to such meetings; and

3.2.7.2 may speak at such meetings but shall not have a vote.

### **3.3 Chair of the Board**

The Chair shall be appointed by a committee consisting of the President, a Commission Convenor selected by the President and a person nominated by Sportscotland. The tenure of the Chair shall be four years, but he or she shall be eligible for re-appointment after the end of their first tenure, and may serve a maximum of two terms

### **3.4 The Commissions**

3.4.1 The Board may establish Commissions to manage one or more Discipline of Athletics or coaching or Officials. The operation of the day-to-day business shall thereupon be delegated to the appropriate Commission. The Commissions shall operate in accordance with rules made by the Commission and approved by the Board.

3.4.2 Each Commission shall consist of a Commission Convenor and a Commission Secretary and such other members as it considers necessary to facilitate the efficient management of that Commission. Such persons must continue to remain eligible to stand for re-appointment each year.

3.4.3 In exceptional circumstances where a Commission is unable to act, the Board may make temporary arrangements to allow the business of the Commission to be carried on.

3.4.4 Any casual vacancy arising among the Commission Convenors shall be filled by the Commission.

### **3.5 Election of Presidents and Commission Officers and appointment of the Chief Executive.**

3.5.1 Any person so nominated by the Board may be elected to the post of Honorary President. Any persons elected as President, Commission Convenor, Commission Secretary or Finance Officer of a Commission must be a member of a Club or an Associate and an individual member of the Company. Nominations for election to posts as President and Commission Convenor, Commission Secretary and Finance Officer of each Commission must be submitted in writing accompanied by the written agreement and a brief biography of approximately fifty words describing the nominee. Nominations for such posts must reach the Company not later than 60 days prior to the Annual General Meeting.

3.5.2 In the event that no written nomination is received for the posts of any of President and Commission Convenor, Commission Secretary and Finance Officer of each Commission, the Chairman shall receive any oral nominations from the delegates present at the Annual General Meeting for the post or posts for which no nomination has been received, provided that the nominee either orally or in writing consents to the nomination.

3.5.3 The President shall be elected at the Annual General Meeting for a maximum period of 4 years or such lesser period as the President and the Company may agree. The President shall be eligible for re-election at the end of their first period in office at the Annual General Meeting at which they would otherwise retire, but at the end of any second period in office as President shall then retire, but shall continue to hold office until the conclusion of the Annual General Meeting at which he or she retires. He or she will be eligible for re-election after a period of 1 year.

3.5.4 The Honorary President nominated by the Board may be elected at the Annual General Meeting for a maximum period of 4 years or such lesser

period as the Honorary President and the Company may agree. The Honorary President shall, with the agreement and nomination of the Board be eligible for re-election at the end of their first period in office at the Annual General Meeting at which they would otherwise retire, but at the end of any second period in office as Honorary President shall then retire, but shall continue to hold office until the conclusion of the Annual General Meeting at which he or she retires. He or she will be eligible for re-election if so nominated after a period of 1 year..

3.5.5 The Chief Executive shall be an employee of the Company appointed by the Board and shall be deemed to resign, with immediate effect and with no right to compensation in respect of loss of office as a director of the Company, on the Chief Executive tendering a notice of resignation or otherwise ceasing to be an employee of the Company.

### **3.6 Appointment of Board Members**

Board Members additional to those persons elected under Article 3.2.1 may be appointed by the Board and shall hold office at the pleasure of the Board. The Company may by ordinary resolution appoint a person who is willing to act as a Board Member to fill a vacancy. No Board Member shall be permitted to appoint an alternate. The appointment of the directors of the Company shall be effective from the date he/she signs the statutory form of consent.

### **3.7 Board Meetings**

3.7.1 The Board shall meet at least four times per calendar year at such times and places as it shall from time to time decide.

3.7.2 The Company shall give at least seven days prior written notice of the date, time and venue of each meeting of the Board, together with the agenda, to all Board Members, any observers appointed in terms of article 3.2.7 and to the Secretary of each Commission. It shall not be necessary to give notice of a meeting to a Board Member or Secretary of a Commission who is absent from the United Kingdom. The accidental failure to give notice to any such person shall not invalidate the proceedings at the meeting.

3.7.3 The quorum for all meetings of the Board shall be five voting Board Members.

### **3.8 Disclosure of Interest**

- 3.8.1 Any person being nominated to the Board or being elected or nominated to any Commission who has any financial interest in athletics shall, before acting as a Board Member or as a member of such Commission, state in writing to the Company all such interests. No person having made such a statement of financial interest shall act as a Board Member or as a member of a Commission until notified of acceptance of membership of the Board or the Commission. The Board or the Commission as the case may be may attach such conditions of membership for such a person as may seem appropriate or may veto the nomination to the Board or the election to the Commission. The above provisions shall apply in like manner (*mutatis mutandis*) to any Board Member or member of the Commission who, subsequent to nomination, election or appointment as the case may be, acquires any financial interest in athletics. Failure of any Board Member or member of a Commission to fulfil these provisions shall automatically disqualify such person from the Board or Commission.
- 3.8.2 Each Board Member shall disclose to the Board in writing any interest (whether direct or indirect) in any contract or proposed contract being considered by the Board and shall refrain from discussing or voting upon such business although, for the avoidance of doubt, they shall continue to count towards any quorum.
- 3.8.3 No Board Member shall take any loan from the Company.
- 3.8.4 No Board Member shall use any information obtained as a Board Member for personal gain.

### **3.9 Minutes**

A copy of the minutes from each meeting of the Board together with a copy of the minutes from each meeting of committees of the Board and all Commissions and their Committees shall, once agreed as a true record, be lodged at the Registered Office of the Company. Such minutes shall be available for inspection by any member of a Club, Associate, or School member authorised in writing by an office bearer of that organisation to inspect such minutes and by any individual member on production of such proof of identity and/or membership as might reasonably be required.

### **3.10 Proceedings of the Board**

- 3.10.1 Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. The Company at the request of any three Board Members shall call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Board Member who is absent from the United Kingdom.
- 3.10.2 All acts done by the Board or by a person acting as a Board Member shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid if every such person had been duly appointed and was qualified and had continued to be a Board Member and had been entitled to vote.
- 3.10.3 Board meetings may be held by telephone or any other form of communication whereby all members attending the meeting may hear one another, and freely exchange views. A resolution in writing signed by all the Board Members or an e-mail or fax from each Board Member or a combination of these shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held and may consist of several documents in the like form each signed by or received as an e-mail from one or more Board Members.
- 3.10.4 Save as otherwise provided by these Articles, a Board Member shall not vote at a Board meeting 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 interest of the Company unless his interest or duty arises only because the case falls within one or more of the following :-
- (a) the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to or an obligation incurred by him for the benefit of the Company;
  - (b) the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company for which the Board Member has assumed responsibility in whole or part and whether alone or jointly with

others under a guarantee or indemnity or by the giving of security;

(c) the resolution relates in any way to a retirement benefits scheme which has been approved or is conditional upon approval by the Board or HM Revenue & Customs for taxation purposes.

(d) For the purposes of this Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this Article becomes binding on the Company), connected with a Board Member shall be treated as an interest of the Board Member.

3.10.5 A Board Member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

3.10.6 If a question arises at a Board meeting as to the right of a Board Member to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and his ruling in relation to any Board Member other than himself shall be final and conclusive.

3.10.7 Questions arising at a meeting shall be decided by a majority of votes of Board Members. In the case of an equality of votes, the Chair shall have a second or casting vote.

### **3.11 Removal of Directors**

The office of any director shall be vacated:

- (a) if by notice in writing to the Company the director resigns; or
- (b) if the director becomes bankrupt or insolvent or makes any arrangement or composition with any creditors generally and the Board so resolves; or
- (c) if the director becomes of unsound mind or a patient for the purpose of any statute relating to mental health or otherwise incapax and the Board so resolves; or
- (d) if for more than six months a director has been absent, without permission of the Board, from meetings of the Board during that period and the Board so resolves; or
- (e) he ceases to be a director by virtue of any provision in the Act or he becomes prohibited by law from being a director; or

- (f) if a director fails to be re-elected by the Company at the Annual General Meeting.

## **4 GENERAL MEETINGS**

### **4.1 Annual General Meeting**

- 4.1.1 The Annual General Meeting of the Company shall except in exceptional circumstances be held no later than 31 October in each year at a venue to be determined by the Board.
- 4.1.2 The Company shall give at least 42 days prior written notice of the date and venue of the Annual General Meeting, together with the agenda, to all Clubs, Associates, Schools who are members, Honorary Life Members, Corporate members and Board Members and the Secretary of each Commission and shall advertise the date and venue of the Annual General Meeting appropriately by notice on the Company's website and to email addresses provided by members for this purpose. The accidental failure to give notice to any such person or body entitled to receive such notice or to advertise within the time stipulated shall not invalidate the proceedings at the Annual General Meeting.
- 4.1.3 The Annual General Meeting shall:-
  - (a) receive and adopt the annual report;
  - (b) receive and adopt the Accounts and auditors report;
  - (c) elect:
    - i. the Honorary President (if the Honorary President is required in terms of the Articles to resign at the conclusion of the Annual General Meeting in question, or if the office of Honorary President is otherwise vacant, in accordance with these Articles);
    - ii. the President (if the President is required in terms of the Articles to resign at the conclusion of the Annual General Meeting in question, or if the office of President is otherwise vacant, in accordance with these Articles);

- iii. the Commission Convenors, Commission Secretaries and Finance Officers to be elected at the Annual General Meeting in accordance with Article 3.5; and
  - iv. any Board Member to be appointed by Ordinary Resolution to fill a vacancy in accordance with Article 3.6
  - v. any Board Member seeking to be re-appointed in terms of Article 3.2.3 or following their retirement in terms of Articles 3.2.5 and 3.2.6
- (d) appoint auditors to audit the books of the Company;
  - (e) consider and decide upon all proposed amendments to Articles; and
  - (f) decide the annual membership fees;
  - (g) decide non-member race levies;
  - (h) decide honoraria; and
  - (i) consider any other competent business.

4.1.4 The notice calling the Annual General Meeting shall be accompanied by:

- (a) a copy of the annual report, Accounts and auditors' report;
- (b) a list of all nominations for Honorary President and/or President (as applicable) and Commission Convenors, Secretaries and Finance Officers) and the other Board Members;
- (c) a note of the proposed auditors;
- (d) any proposed changes to membership fees;
- (e) any proposed amendments to Articles;
- (f) any proposed rule changes;
- (g) details of any other business;
- (h) a style of proxy appointment; and
- (i) the mandate referred to in Article 4.1.5
- (j) and shall contain an intimation that amendments to a proposals shown on the agenda must be lodged no later than 14 days prior to the date of the Annual General Meeting failing which they will be invalid.



4.1.5 Only mandated delegates may vote at the Annual General Meeting. To have the power to vote a delegate must produce at the meeting either :-

4.1.5.1 the mandate signed by the secretary (or any other office bearer) of the Club or Associate being represented: or

4.1.5.2 an electronic form of a mandate, sent by the secretary (or any other office bearer) of the Club or Associate being represented to an address specified by a person at the Company who has agreed (generally or specifically) that the mandate may be sent or supplied in that form (and has not revoked that agreement).

The mandate must not be signed or sent (as the case may be) by the mandated delegate.

4.1.6 The Company shall give at least 10 days written notice of the terms of each amendment received to any resolution or motion to the proposal at the Annual General Meeting to all of those persons mentioned in Article 4.1.2. Any accidental failure to do so shall not invalidate the proceedings at the Annual General Meeting.

4.1.7 Any proposal by a Club, Associate or School who is a member to be put to the Annual General Meeting must be received by the Company at least 60 days before the Annual General Meeting and shall first be considered by the Board (if practicable) and be included as other business under Article 4.1.4 (g).

## **4.2 Extraordinary General Meetings**

4.2.1 An Extraordinary General Meeting of the Company may be called either by resolution of the Board or on receipt by the Company of a requisition signed by the duly authorised office bearer of 20 Clubs, Associates or Schools who are members (or a combination of any of these) requiring that an Extraordinary General Meeting be held and specifying the business to be transacted thereat.

4.2.2 The Company shall within 14 days of receipt of such request fix a date and venue of such meeting and shall give at least 21 days prior written notice of an Extraordinary General Meeting specifying the date, provided that the date shall be not more than 42 days from the

date of receipt of such request. The notice of the Extraordinary General Meeting shall give the venue of such meeting together with a note of the business to be transacted and shall be sent to all Clubs, Associates, Schools who are members and Honorary Life Members. The accidental failure to give notice to any Club, Associate, School or Honorary Life Member entitled to receive such notice shall not invalidate the proceedings at the Extraordinary General Meeting.

4.2.3 Only mandated delegates may vote at an Extraordinary General Meeting. To have the power to vote a delegate must produce at the meeting the mandate signed by the secretary (or any other office bearer) of the Club or Associate being represented. An electronic form of a mandate, sent by the secretary (or any other office bearer) of the Club or Associate being represented to an address specified by a person at the Company who has agreed (generally or specifically) that the mandate may be sent or supplied in that form (and has not revoked that agreement). The mandate must not be signed by the delegate.

## **5 PROCEDURE AT GENERAL MEETINGS**

- 5.1 At all General Meetings of the Company the Chair of the Board shall act as chair. In the absence of the Chair, any other Board Member appointed by the meeting shall act as chair. No business shall be discussed at general meetings if it is not on the agenda other than business proposed under 4.1.3 (i) (other competent business) which is approved by a majority of the maximum number of eligible votes cast for consideration at the meeting and no amendments shall be competent to proposals before the meeting unless lodged with the Company at least 14 days prior to the date of the meeting.
- 5.2 No Club or Associate shall vote at any General Meeting either in person or by proxy, unless all membership fees presently payable by the Club or Associate have been paid.
- 5.3 Votes may be given either personally or by proxy. Proxies may be sent by post, fax addressed to the Company or delivered to the Company, or in electronic form to an address specified by a person at the Company who has agreed that the proxy may be sent or supplied in that form (and has not

revoked that agreement) but must be received no later than 12 noon on the day before the meeting. In the event that a Club or Associate is represented at a General Meeting in accordance with the provisions of Article 4.1.5 or 4.2.3, any previous appointment of a proxy shall fall.

- 5.4 A vote given or poll demanded by a proxy shall be valid notwithstanding the previous cancellation of the appointment of the proxy if no notice of cancellation is received by the Company before the commencement of the meeting or adjourned meeting as the case may be.
- 5.5 At any General Meeting the proxy vote from those Clubs and Associates unable to attend the meeting shall be held by the chair of the meeting or a delegate mandated by the absent Club or Associate so long as the proxy forms are completed and the vote used in accordance with the instructions contained therein.
- 5.6 The quorum for a General Meeting shall be such aggregate number of Clubs and Associates as represent 10% of the aggregate number of Clubs and Associates entitled to attend and vote at that General Meeting, and those Clubs and Associates may be represented by their mandated delegates or by their proxies at the General Meeting and the proxies and mandated delegates shall be counted in determining whether a quorum is present. If within thirty minutes of the time appointed for the start of the meeting no quorum is present the Chair shall adjourn the meeting for 14 days to a suitable place at which time the quorum shall be those mandated delegates representing Clubs or Associates who are present and the Company shall forthwith notify all Clubs and Associates of the date of the adjourned meeting.
- 5.7 Except where otherwise stated in the notice calling a General Meeting, all voting will be carried out by a show of voting papers. Voting papers shall only be utilised by mandated delegates of Clubs and Associates. Each Club in attendance in person and entitled to vote shall have one vote at any General Meeting and in addition one further vote up to a maximum of eight in total for every fifty competing members or part thereof for whom the Company has received the appropriate membership fee. Each Associate which has paid the annual fee shall be entitled to one vote at any General Meeting. All voting by Members qualified to vote in terms of these Articles

will be carried out by a show of membership cards or such other evidence of identity and/or membership as might reasonably be required. The majority required to pass any resolution or motion shall, except as otherwise provided in these Articles, be a simple majority of the maximum number of eligible votes cast.

- 5.8 When a motion and two or more amendments are before the meeting, the vote shall be taken upon all the proposals to decide which shall be put to the meeting for the final vote.
- 5.9 On the first vote, the proposal which has received the least support shall be dropped and the vote shall be taken anew upon the remaining proposals and so on until one proposal remains. In the event of the votes for two or more proposals being equal there shall be a vote on which of the proposals is to be dropped. When there is only one proposal remaining, it shall be put to the meeting for the final vote.
- 5.10 Before or upon the declaration of the result on a show of voting papers, a delegate may request a secret ballot and if the proposal is seconded, a secret ballot shall be called. The decision of the chair on whether the request has been made timeously shall be final.
- 5.11 If a secret ballot is demanded and seconded, the chair shall call for a secret ballot and shall ask the Scrutineers to issue collect and count the ballot papers.
- 5.12 On a secret ballot, the votes may be given either personally or, by proxy, and a mandated delegate entitled to more than one vote need not use all the votes or cast all the votes in the same way.
- 5.13 The chair's intimation of the result, either on a show of voting papers or on a secret ballot shall be final, except in the case of manifest error.
- 5.14 The Board may enact standing orders to regulate the procedure at General Meetings.

## **6 FINANCE**

### **6.1 Financial Year**

The financial year of the Company shall end on 31<sup>st</sup> March in each year.

### **6.2 Accounts**

- 6.2.1 A balance sheet and income and expenditure accounts as will be required to give a true and fair view of the Company's financial affairs and its assets and liabilities shall be prepared in respect of each financial year and shall be audited by a suitably qualified auditor.
- 6.2.2 Except in exceptional circumstances the Accounts shall be laid before the Annual General Meeting within six months of the end of each financial year.
- 6.2.3 The auditor of the Company shall be appointed at the Annual General Meeting. The auditor shall retire annually, but shall continue to hold office until the conclusion of the next Annual General Meeting and shall be eligible for re-appointment.

### **6.3 Annual Club and Membership Fees**

All annual Club, Associate, individual and Schools membership fees for the following year shall be set at the Annual General Meeting. Any Club failing to make payment by 30 September shall not be entitled to any of the rights and privileges of membership of the Company nor shall its members be allowed to compete in team competition until the subscription is paid. For new Clubs, the level of Club fees will be based on the appropriate number of quarters or parts thereof left in the year to 31<sup>st</sup> March. In the event that no fees are so set, the fees last set by the Company in general meeting shall be deemed to be the fees set.

## **7 INDEMNITY**

Subject to the provisions of the Act, but without prejudice to any indemnity to which a member of the Board may otherwise be entitled, every member of the Board or other officer or official appointed by the Company shall be indemnified out of the assets of the Company against

- (a) 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, and
- (b) all costs, charges, losses, expenses and liabilities incurred in the execution of his duties to the extent permitted by law.

## **8 SCOTTISH QUALIFICATION**

- 8.1 To be eligible to represent Scotland an athlete must be an individual member of the Company and
- (a) have been born in Scotland; or
  - (b) have either parent (natural or adoptive) born in Scotland; or
  - (c) have continuously resided in Scotland for a period of 3 years immediately prior to the date of acceptance of eligibility under this clause by the Company; or
  - (d) have been declared eligible, selected for and competed for Scotland in an International whilst previously qualified under (a), (b) or (c) and have not since rendered him/herself ineligible by competing for another country, either in the UK or elsewhere; and/or
  - (e) the Company declares him/her eligible.
- 8.2 Eligibility under (c), where an athlete has not been selected to represent Scotland, will continue for a period of 3 years after such a residence ceases always provided that the athlete has since then, been an individual member of the Company.
- 8.3 Where an athlete has represented another country and, being otherwise eligible, has requested to have his/her qualification to represent Scotland recognised, the request will be considered provided that it is at least three years since the athlete last represented the first country in representative competition. This period may be reduced to one year, if the two countries concerned agree.

## **9 DISCIPLINARY ACTION**

- 9.1 The Company shall have jurisdiction to discipline any person or body who is a member, or who is operating in the capacity of a member of Scottish Athletics through one of its membership categories, including volunteers, entrants to events operating under a Scottish Athletics licensed event, and individuals or organisations contracted to or whose services are engaged to deliver programmes and courses on behalf of Scottish Athletics who will collectively be called "Partaker", in circumstances where their conduct is or may be detrimental or injurious to the interest of the Company or athletics

in Scotland or contravenes any codes of conduct or practice approved by the Board and is currently in force.

- 9.2 All disciplinary matters shall be conducted using the Scottish Athletics Disciplinary Policy for Partakers, which provides a framework and process for any disciplinary action, should it be so required. It is a tool to address unacceptable conduct promptly, fairly and consistently. On occasion, it may be necessary to impose a sanction if the conduct or performance is unacceptable.

## **10 DUTIES OF CLUBS, ASSOCIATES AND SCHOOLS MEMBERS**

- 10.1 It shall be the duty of the secretary of any Club, Associate or school who is a member on assuming office to report immediately his name, address and telephone number to the Company. Until such change has been intimated, all communications sent to the former secretary shall be valid and binding on the Club, Associate or school.
- 10.2 The Board shall have the right to call for the production of a copy of the annual financial statements of all Clubs or Associates within such time limit as it deems appropriate.

## **11 AMENDMENTS TO ARTICLES**

- 11.1 These Articles may be amended by the Members at any time by resolution passed at a General Meeting of the Company in accordance with the majority required by Article 11.4 below.
- 11.2 Any motion to amend Articles shall be proposed and seconded by two Clubs or Associates, or by a Commission and submitted in writing to the Company.
- 11.3 The Board may also submit to a General Meeting motions to amend Articles.
- 11.4 These Articles can only be amended by at least three quarters of the eligible votes actually cast supporting the relevant resolution at the General Meeting at which the motions are proposed.
- 11.5 Nothing in this Article shall prevent any Club, Associate, the Board or any Commission from proposing amendments to Articles and requisitioning an Extraordinary General Meeting for the purpose of considering such proposal.