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 17th September 2011 and amended on 8th September 2012, 14th September2013, 26th September 2015, 24th September 2016, 30th September 2017, 28th September 2019, 18th September 2021, 27th September 2025, and 26th September 2026)

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 board of directors of the Company appointed pursuant to these Articles from time to time;
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 membership-based organisation established for the purpose of developing and carrying on one or more Disciplines of Athletics;
Coach or Coaches	a person or persons who is or are recognised by the Company, another Home Country Athletics Federation or UK Athletics as a licensed 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;

Discipline or Disciplines of Athletics	the following disciplines of athletics: Cross Country Fell, Hill and Mountain Running Track and Field Race Walking Road Running Trail Running
Ex-Officio	a person holds a position 'Ex-Officio' if they do so by virtue of some other office they hold, and their position is therefore wholly dependent (and conditional) on them continuing to hold that office;
Extraordinary General Meeting	any extraordinary general meeting of the Company;
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;
Independent	a person is independent if they are free from any close connection to the organisation and if, from the perspective of an objective outsider, they would be viewed as independent. A person may still be deemed to be independent even if they are a member of the organisation and/or play the sport. Examples of a 'close connection' include:

	(a) they have or have within the last four years been actively involved in the organisation's affairs, for example as a representative of a specific interest group within the organisation such as a sporting discipline or a region; (b) they are or have within the last four years been an employee of the organisation (c) they have close family ties with any or the organisation's directors or senior employees;
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 the Company, another Home Country Athletics Federation or UK Athletics as a licensed official;
Organised Events	events organised by the Company or by organisations with a membership of the Company;
President	means the president of the Company elected at the Annual General Meeting of the Company;
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 poll taken at a General Meeting;

Senior Independent Director	Senior Independent Director means an Independent Director who is appointed as such by the Board, whose responsibilities include: • providing a sounding board for the Chair • conducting the Chair's annual performance review • serving as an intermediary for the other Directors when necessary • acting as an alternative contact for stakeholders to share any concerns if the normal channels of the Chair or the organisation's management fail to resolve the matter or in cases where such contact is inappropriate
sportscotland	a private company, limited by guarantee with Company Number SC199015 and having a place of business at Doges, 62 Templeton Street, Templeton on the Green, Glasgow G40 1DA;
UK Athletics	U.K. Athletics Limited or its successor as the governing body of athletics in the United Kingdom; and
World Athletics	World Athletics (formerly known as IAAF) or its successor as world governing body for athletics.

1.2 In these Articles where the context so requires, references to the plural shall include the singular and vice versa.

1.3 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;
Education;
Individual;

Honorary Life; and
Event Organiser

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 World Athletics shall be deemed to be a competing member of a Club.

Associate

2.1.5 Associations or organisations not operating as a club can apply to be an Associate Member of the Company following the process outlined in the Scottish Athletics Affiliation Policy. Associate Members must be interested in the development of athletics within Scotland and prepared to support the objects of the Company.

2.1.6 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.

2.2 Education

Education membership is for educational establishments who are not club members. Educational establishments can apply to be an Education member of the Company following the process outlined in the Scottish Athletics Affiliation Policy. Education members of the Company will be entitled to mandate one representative to attend and speak but not vote at General Meetings. Education members of the Company will have the same benefits and rights in competitions as Clubs.

2.3 Individual

2.3.1 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.

2.3.2 The following must be individual members of the Company:

2.3.2.1 athletes competing in the championships and Organised Events of the Company;

2.3.2.2 athletes selected to represent Scotland;

2.3.2.3 officials who are active in athletics in Scotland;

2.3.2.4 coaches who are active in athletics in Scotland;

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

2.3.2.6 Board Members (including the Chair);

2.3.2.7 members of Commissions;

2.3.2.8 the Company Secretary; and

2.3.2.9 any Honorary President.

and 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.

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

2.4 Honorary Life Membership

2.4.1 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.

2.4.2 On an annual basis, any Club, Associate or Commission will be invited to nominate any individual for consideration by the relevant sub-committee of the Board for Honorary Life Membership. The relevant sub-committee of the Board will make a recommendation to the Board for approval. If approved the nomination will be presented to the Annual General Meeting for ratification.

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

2.4.4 Honorary Life Membership shall only be conferred on an individual if the proposal is supported by two thirds of eligible votes at the General Meeting.

2.4.5 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.

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

2.4.7 The Company may revoke any Honorary Life Membership at its discretion for good cause. Such revocation shall be effected by a resolution of the Board passed by a simple majority, provided that the individual concerned shall be given reasonable notice of the proposed revocation

and an opportunity to make representations to the Board before a final decision is made. "Good cause" shall include, but shall not be limited to, conduct that brings the Company into disrepute, breaches of the Company's rules or policies, or actions contrary to the interests of the Company.

2.5 Event Organisers

2.5.1 Organisations can apply to be an Event Organiser member following the process outlined in the Scottish Athletics Affiliation Policy. 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 Education member.

2.5.2 Each Event Organiser who is a member of the Company shall be entitled to attend and speak but not vote at a General Meeting.

2.6 Application for Membership

2.6.1 Applications for Club, Associate, Education, Event Organiser and Individual membership of the Company shall be made on a form determined by the Company and accompanied by payment of the appropriate fee.

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

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

2.7 Resignation

2.7.1 Clubs, Associates and Education members intending to withdraw from membership of the Company much 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.

2.7.2 Event Organisers and Individual members can resign at any time prior to the expiry of their membership.

2.8 Deemed Resignation

2.8.1 Any Club, Associate, or Education member shall be deemed to have resigned if the appropriate subscription (if any) has not been paid within six months of the due date.

2.8.2 Event Organisers and Individual members will be deemed to have resigned on the expiration of their membership. For the purpose of this article 2.9.2 (and article 2.8.2) any Event Organiser or Individual member's membership shall expire at midnight on the relevant

anniversary of the day on which they became a member of the Company (the "Anniversary Date") if that member has failed to pay the appropriate subscription (if any) for the relevant following period or where no subscription was due, if the relevant member has failed to renew their membership, in each case prior to the Anniversary Date in question.

3 STRUCTURE

3.1 Management

The affairs of the Company shall be managed by the Board. The Board shall have power generally to manage the business and affairs of the Company and exercise all the powers of the Company not expressly reserved under these Articles for the members of the Company in General Meetings. The Board may make byelaws and standing orders, approve codes of conduct and make policy decisions inconnection with athletics in Scotland and shall have the power and authority to enforce all of the foregoing. The Board may delegate any of its powers to a committee, or a duly appointed sub-committee, panel, working group or individuals whether or not the persons to whom the powers are delegated are directors of the Company.

3.2 Membership of the Board

3.2.1 The Board shall consist of:-

(a) the Chair

(b) the President

(c) the Chief Executive (ex-officio)

(d) the Commission Convenors

(e) five independent non-executive directors 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 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 **sport**scotland in terms of articles 3.2.8 below, 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 provided that in exceptional circumstances (for example, to assist succession planning), a Chair, President, Honorary President or Board Member may hold office for a further one year over the maximum term of 8 years. Notwithstanding the foregoing terms of this article 3.2.5, 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.

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 Any former Board Member will not be considered for re-appointment until at least four years has lapsed since the end of their previous tenure.

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

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

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

3.2.9 It shall be open to the Board to invite such other persons as they deem fit to attend Board meetings in a non-voting capacity. Any person so invited:

3.2.9.1 shall receive notice of each relevant meeting of the Board and all agendas, minutes and other relevant papers pertaining to such meeting or that part of the meeting that the relevant individual has been invited to attend; and

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

3.2.10 Except where expressly permitted by these Articles or by a resolution of the members, no individual shall simultaneously hold more than one office or Appointment within the Company.

3.3 Chair of the Board

3.3.1 The Chair shall be appointed by a committee consisting of the President, a Commission Convenor, an independent non-executive director and any person nominated by **sport**scotland. When appointing the Chair, the Committee shall be chaired by an independent non-executive director.

3.3.2 The tenure of the Chair shall be four years, but they shall be eligible for re-appointment after the end of their first tenure and may serve a maximum of two terms.

3.3.3 If the incumbent Chair is seeking re-appointment their nomination for a second term must first be approved by the committee as set out in Article 3.3.1, and then by the Board of Directors.

3.4 Appointment of an Independent Chair

3.4.1 Notwithstanding any other provision of these Articles relating to the appointment of the Chair, where **sport**scotland has provided funding to the Company and notifies the Company in writing that it requires the appointment of an Independent Chair, the Company shall take all reasonable steps to give effect to that requirement in accordance with this article.

3.4.2 **sport**scotland may exercise the right referred to in Article 3.4.1 only where:

(a) it has been undertaken appropriate consultation with the Company; and

(b) it reasonably believes that the appointment of an Independent Chair is necessary to:

(i) safeguard public funding provided to the Company; or

(ii) further the purposes for which that funding was granted.

3.4.3 Upon receipt of such written notice by **sport**scotland, the Board will commence the recruitment and appointment of an Independent Chair in accordance with Article 3.3.1

3.5 The Commissions

3.5.1 The Board may establish Commissions to manage one or more Discipline of Athletics or coaching or Officials. The Commissions shall operate in accordance with Terms of Reference approved by the Board.

3.5.2 Each Commission shall consist of a Commission Convenor and a Commission Secretary. Other appointments to facilitate the efficient management of that Commission will be made in accordance with the Commission's Terms of Reference.

3.5.3 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.

3.5.4 Any casual vacancy arising among the Commission Convenors shall be filled by the Commission until the next AGM. The period served under appointment of a casual vacancy prior to the next following AGM will not count towards the term in office of the relevant individual for the purpose of article 3.2.5.

3.6 Election of Presidents and Commission Officers and appointment of the Chief Executive and Senior Independent Director

3.6.1 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 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, and Commission Secretary 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.

3.6.2 In the event that no written nomination is received for the posts of any of President and Commission Convenor, or Commission Secretary of each Commission, the Chair 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.

3.6.3 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 atwhich 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 they retire.

3.6.4 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 officeat the Annual General Meeting at which they would otherwise retire,but at the end of any second period in office as Honorary Presidentshall then retire, but shall continue to hold office until the conclusionof the Annual General Meeting at which they retire. In exceptional circumstances (for example, to assist succession planning), the Honorary President may hold office for a further one year over the maximum term of 8 years.

3.6.5 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.

3.6.6 The directors shall appoint one of their number, such person being a non-executive director, as a senior independent director to fulfil certain activities as determined from time to time by the Chair and the Board.

3.7 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 discretion 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 time the person is appointed by the Board (or the end of the relevant Board meeting at the Board's discretion).

3.8 Board Meetings

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

3.8.2 The Board Members may hold a Board meeting entirely by electronic means, including by video or telephone conferencing or any other suitable electronic platform, provided that all participants can communicate with each other simultaneously. Participation in such a meeting shall constitute presence in person for the purposes of quorum and voting. A

meeting conducted in this manner shall be deemed to take place at the location of the Chair of the meeting, unless otherwise agreed by the Board Members.

3.8.3 A Board Member may participate in a meeting of the Board by means of a conference telephone, video conferencing facility, or other suitable electronic means which allows all persons participating in the meeting to communicate with each other simultaneously. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. A meeting held in this way shall be deemed to take place at the location where the Chair of the meeting is situated, unless otherwise agreed by the Board.

3.8.4 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 3.2.8. The accidental failure to give notice to any such person shall not invalidate the proceedings at the meeting.

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

3.9 Disclosure of Interest

3.9.1 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 ofmembership 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 vetothe 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.

3.9.2 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.

3.9.3 No Board Member shall take any loan from the Company.

3.9.4 No Board Member shall use any information obtained as a BoardMember for personal gain.

3.10 Minutes

The Company shall publish the agenda and minutes of all Board meetings on its official website in electronic format, subject to the exclusion of any confidential or commercially sensitive information as determined by the Board. Such publication shall occur within a reasonable time following the meeting and shall remain accessible for a period determined by the Board.

3.11 Proceedings of the Board

3.11.1 The Board shall have full discretion to determine the procedures for the conduct of its meetings, including but not limited to the format, order of business, and decision-making processes, provided such procedures are consistent with the provisions of these Articles and applicable law.

3.11.2 Notwithstanding article 3.7.4, an extraordinary meeting of the Board may be convened at any time upon the written request of at least three Board Members. Such a request shall be submitted to the Chair or the Company Secretary and shall specify the purpose of the meeting. Upon receipt of a

valid request, the Chair (or, in their absence, the Company Secretary) shall convene the meeting, giving all Board Members reasonable notice of not less than three working days, or in exceptional circumstances on such shorter notice as a majority of the Board may otherwise agree. Notice may be given by electronic means and shall include the time, date, and means

of attendance (including any electronic platform to be used), along with the agenda and/or purpose of the meeting

3.11.3 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.

3.11.4 A resolution in writing signed by all the Board Members or an e-mail 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.

3.11.5 Save as otherwise provided by these Articles, a Board Member shall not vote at a Board meeting on any resolution concerning a matter inwhich they have, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interest of the Company unless their interest or duty arises only because the casefalls within one or more of the following :-

(a) the resolution relates to the giving to them of a guarantee, security or indemnity in respect of money lent to or an obligation incurred by them 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.

3.11.6 A Board Member shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.

3.11.7 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 their ruling in relation to any Board Member other than themself shall be final and conclusive.

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

3.11.9 Decisions taken at meeting shall be decided by a simple majority of votes of Board Members. In the case of an equality of votes, the Chair shall have a second or casting vote.

3.12 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) if they cease to be a director by virtue of any provision in the Act or they become prohibited by law from being a director; or

(f) if the Board resolves that there is a good cause for such removal and "good cause" shall include, but shall not be limited to, conduct that brings the Company into disrepute, breaches of the Company's rules, policies and procedures, codes of conduct, and any applicable terms and conditions; or

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

4 GENERAL MEETINGS

4.1 Annual General Meeting

4.1.1 The Annual General Meeting (AGM) 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 An AGM of the Company may be convened and held in any of the following formats, as determined by the Board:

(a) In-person: at a physical location specified in the notice of the meeting; or

(b) Online-only: conducted entirely by electronic means using a secure digital platform that enables members to attend, participate, and vote remotely; or

(c) Hybrid: allowing members to attend either in person at a designated venue or remotely via electronic means.

4.1.3 The Board shall ensure that all members, regardless of their mode of attendance, have a reasonable opportunity to participate in the meeting and vote on resolutions where eligible to do so.

4.1.4 The Company shall give at least 42 days prior written notice of the date and venue of the AGM, together with the agenda, to all Clubs, Associates, Educations who are members, Honorary Life Members, Event Organisers members and Board Membersand the Secretary of each Commission and shall advertise the date and venue of the AGM 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 AGM.

4.1.5 The AGM shall:-

(a) receive and adopt the annual report;

(b) receive 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 AGM 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 AGM in question, or if the office of President is otherwise vacant, in accordance with these Articles);

iii. the Commission Convenors and Commission Secretaries to be elected at the AGM 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.

4.1.6 The notice calling the AGM shall specify the format of the meeting, the venue (if applicable), the electronic platform to be used (if applicable), and any technical requirements for participation. The notice 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 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 4.1.7

(j) and shall contain an intimation that amendments to proposals shown on the agenda must be lodged no later than 14 days prior to the date of the AGM failing which they will be invalid.

4.1.7 Only mandated delegates may vote at the AGM. To have the power to vote a delegate must produce at the meeting either:-

4.1.7.1 the mandate signed by the secretary (or any other Office Bearer) of the Club or Associate being represented: or

4.1.7.2 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. The foregoing provisions of this article 4.1.7 shall not prejudice the right of any Club or Associate member to appoint a proxy to attend and vote on its behalf if the mandated delegate of the relevant Club or Associate member is not present at the AGM in question.

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

4.1.9 Any proposal by a Club, Associate or Education member to be put to the AGM must be received by the Company at least 60 days before the AGM and shall first be considered by the Board (if practicable) and be included as other business under Article 4.1.6 (g).

4.2 Extraordinary General Meetings

4.2.1 An Extraordinary General Meeting (EGM) 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 Bearers of members who, at the time of issue of the relevant requisition, represent at least 5% of the total voting rights of all members entitled to vote at General Meetings requiring that an EGM 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 of such meeting and shall give at least 21 days prior written notice of an EGM specifying the date, provided that the date shall be not more than 42 days from the date of receipt of such request.

4.2.3 An EGM of the Company may be convened and held in any of the following formats, as determined by the Board:

(a) In-person: at a physical location specified in the notice of the meeting; or

(b) Online-only: conducted entirely by electronic means using a secure digital platform that enables members to attend, participate, and vote remotely; or

(c) Hybrid: allowing members to attend either in person at a designated venue or remotely via electronic means.

4.2.4 The notice of the EGM shall specify the format of the meeting, the venue (if applicable), the electronic platform to be used (if applicable), and technical requirements for participation, and a note of the business to be transacted. The notice shall be sent to all Clubs, Associates and Education members, Event Organisers, Individual Members and Honorary Life Members. The accidental failure to give notice to any Club, Associate, Education, Event Organiser or Honorary Life Member entitled to receive such notice shall not invalidate the proceedings at the EGM.

4.2.5 The Board shall ensure that all members, regardless of their mode of attendance, have a reasonable opportunity to participate in the meeting and vote on resolutions where eligible to do so.

4.2.6 Only mandated delegates may vote at an EGM. 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 formof 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) thatthe 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. The foregoing provisions of this article 4.2.6 shall not prejudice the right of any Club or Associate member to appoint a proxy to attend and vote on its behalf if the mandated delegate of the relevant Club or Associate member is not present at the EGM in question.

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 4.1.5 (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 orby proxy, unless all membership fees presently payable by the Club or Associate have been paid.

5.3 Voting at a General Meeting may be conducted by any of the following methods, as determined by the Board and specified in the notice of the meeting:

(a) a show of hands or poll for those attending in person;

(b) real-time electronic voting for those attending remotely;

(c) secure online voting platforms accessible during a designated voting window; or

(d) proxy voting submitted in advance, either electronically or in writing.

5.4 Proxy votes 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 4.1.7 or 4.2.6, any previous appointment of a proxy shall fall.

5.5 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.

5.6 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.

5.7 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. Members attending electronically shall be deemed present in person for the purposes of quorum and voting. 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.

5.8 Voting at a General Meeting may be conducted by any of the following methods, as determined by the Board and specified in the notice of the meeting:

(a) a show of hands or poll for those attending in person;

(b) real-time electronic voting for those attending remotely;

(c) secure online voting platforms accessible during a designated voting window; or

(d) proxy voting submitted in advance, either electronically or in writing.

The Board shall ensure that all members, regardless of their mode of attendance, have a reasonable opportunity to participate in the meeting and vote on resolutions. Votes can only be cast 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.

The majority required to pass any resolution or motion shall, except as otherwise provided in these Articles, be a simple majority of eligible votes cast.

5.9 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.

5.10 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.

5.11 Before or upon the declaration of the result on a show of voting papers, a delegate may request a secret poll and if the proposal is seconded, a secret poll shall be called. The decision of the chair on whether the request has been made timeously shall be final.

5.12 Poll

5.12.1 Where a poll is requested or required at a General Meeting, whether held in person, entirely online or via a hybrid arrangement, the Company shall ensure that the voting process preserves the anonymity of each member's vote.

5.12.2 For EGMs held entirely online or with remote participation, the Company shall use a secure electronic voting platform that:

(i) allows each eligible member to cast a vote anonymously;

(ii) prevents duplicate voting; and

(iii) records and tallies votes securely and accurately.

5.12.3 Members attending in person at a hybrid EGM may cast their votes using physical poll papers or via the same secure electronic platform, as determined by the Board.

5.12.4 The Chair shall appoint one or more independent Scrutineers to oversee the conduct of the poll, verify the results, and ensure the integrity of the

process.

5.12.5 The outcome of the poll shall be announced at the meeting once verified, but individual votes shall remain confidential.

5.12.6 On a poll, 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.

5.12.7 The chair's intimation of the result, either on a show of voting papers or on a poll shall be final, except in the case of manifest error.

5.13 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 31st 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 AGM within seven months of the end of each financial year.

6.2.3 The auditor of the Company shall be appointed at the AGM. The auditor shall retire annually but shall continue to hold office until the conclusion of the next AGM and shall be eligible for re-appointment. If the auditor of the Company is not appointed at the AGM, the auditor in office at the relevant time shall not be deemed to have been re-appointed as auditor. To the extent that no auditor has been appointed, reappointed or deemed to have been reappointed, the Board shall be entitled to appoint an auditor pursuant to section 485 (3) of the Act to fill a casual vacancy until the next following AGM.

6.3 Annual Club and Membership Fees

All annual Club, Associate, Individual and Education membership fees for the following year shall be set at the AGM. 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 31st 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 them in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in which relief is

granted to them 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 their 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 either grandparent (natural or adoptive) born in Scotland; or

(d) have continuously resided in Scotland for a period of three years immediately prior to the date of acceptance of eligibility under this article by the Company; or

(e) have been declared eligible, selected for and competed for Scotland in an International whilst previously qualified under (a), (b), (c) or (d) and have not since rendered themself ineligible by competing for another country, either in the UK or elsewhere; and/or

(f) the Company declares them eligible.

8.2 Eligibility under (d), 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 their 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 the Company 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, including those codes of conduct and/or practice of UK Athletics, and which are 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 EDUCATION MEMBERS

10.1 It shall be the duty of the secretary of any Club, Associate or Education member on assuming office to report immediately their name and contact details 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 Education member.

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 proposals.