

**THE COMPANIES ACTS 1985 AND 1989**

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

**MEMORANDUM**

**and**

**ARTICLES OF ASSOCIATION**

**of**

**THE SCOTTISH AMATEUR SWIMMING ASSOCIATION LIMITED**

**Incorporated on [1 May 2003]**

SCOTTISH AMATEUR SWIMMING ASSOCIATION LIMITED  
NATIONAL SWIMMING ACADEMY  
UNIVERSITY OF STIRLING  
STIRLING  
FK9 4LA

No. [246445]

**THE COMPANIES ACTS 1985 AND 1989**

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

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE SCOTTISH AMATEUR SWIMMING ASSOCIATION LIMITED**

- 1 The Company's name is THE SCOTTISH AMATEUR SWIMMING ASSOCIATION LIMITED.
- 2 The Company's Registered Office is to be situated in Scotland.
- 3 The Company's objects are:-
  - 3.1 The principal object for which the Company is established is to deal with the day to day management of the affairs of The Scottish Amateur Swimming Association (the "SASA") as such right is delegated to and vested in the Company in terms of the SASA's Constitution and as such:
    - 3.1.1 To organise Scottish Championships and Scottish events for aquatic sports including, but not limited to, Swimming, Masters Swimming, Diving, Water Polo, Synchronised Swimming and Open Water Swimming.
    - 3.1.2 To hear and consider protests, made by any individual in respect of events organised by the Company or by any Club or District of the SASA and to make rulings on such protests.
    - 3.1.3 To appoint a National Enquiry Panel to hear complaints and a National Arbitration Panel to hear appeals in relation to any matters falling within the Company's jurisdiction.
    - 3.1.4 To act as and appoint the ultimate appeal body in respect of disciplinary matters and actions relating to and/or taken against members of the SASA by Districts or Clubs of the SASA and as such appeal body to impose such penalties, including, but not limited to, imposing fines, suspensions and expulsions from competing in Scottish Championships and Scottish events organised by the Company or local events organised by Clubs or Districts of the SASA on members of the SASA.
    - 3.1.5 To consider, approve, reject and register all applications for records in respect of aquatic sports.
    - 3.1.6 To promote, encourage, develop and manage the teaching, knowledge and practice of swimming, diving, open water swimming, water polo, synchronised swimming, and masters swimming.
    - 3.1.7 To formulate, publish and enforce uniform rules and regulations for the management and control of all Swimming, Masters Swimming, Diving, Open Water Swimming, Synchronised Swimming, and Water Polo Competitions and events, and other aquatics sports competitions held in Scotland by the Company or by any club affiliated to the SASA.
    - 3.1.8 To establish the standardisation of rules for all international and other competitions in the aquatic sports, and for the management of competitions through consultation with British Swimming.

- 3.1.9 To be responsible in Scotland for enforcing doping control policies in the aquatic sports in accordance with British Swimming requirements.
- 3.1.10 To promote competitions involving aquatic sports at local, regional, national, European, International and any other level.
- 3.1.11 To formulate and enforce a code of conduct and a code of ethics to regulate the activities of the members of the SASA when competing by reference to the rules of the International Olympics Committee (IOC), the International Paralympics Committee (IPC), FINA or LEN from time to time.
- 3.1.12 To oppose and to promote the opposition of the use of drugs in sport and to take all necessary steps to ensure that the members of SASA do not partake of any of the banned substances listed by the Federation Internationale de Natation.
- 3.2 To undertake and carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, and to conduct and carry on any part of the Company's business as a separate concern, and to employ in any such separate business any particular part of the Company's capital, and to keep separate capital and income accounts of any such separate part of the Company's business and so far as any separate part of the business is the business of an investment or trust company, or of a nature similar thereto, to receive and keep separate the dividends, income, profit, bonuses and advantages of every description from time to time payable or receivable in respect of the Company's investments, and to divide the excess of current receipts over current expenditure relating to such separate part without regard to any fixed capital that may be sunk or lost, or to the loss of capital in any other part of the Company's business.
- 3.3 To purchase, sell, feu, exchange, improve, grant securities over, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any land or interest in land and other property of any tenure or description, and to erect, pull down, repair, alter, develop, hold or otherwise deal with any land or buildings and adapt the same for the purposes of the Company's business.
- 3.4 To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein or likely to be required by customers or other persons having or about to have dealings with the Company.
- 3.5 To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and to pay cash, as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- 3.6 To sell, lease, exchange, surrender, or otherwise deal with the whole of the undertaking and assets of the Company, or any part thereof, for such consideration as the Company may think fit and to divide such part or parts, as may be determined by the Company, of the purchase price in cash, which may at any time be received by the Company on a sale or other dealing with the whole or part of its property, estate, effects and rights, or as the result of any other transaction of the Company, to deal with this as the Company may determine.
- 3.7 To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concessions or co-operation with any persons or company carrying on or proposing to carry on any business within the objects of the Company and to take or otherwise acquire and hold shares or stock in, or securities of, and to subsidise or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.
- 3.8 To promote or form any other company or companies for the purpose of acquiring all or any part of the property and liabilities of the Company for the time being, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to pay or contribute towards the preliminary expenses of any such company or companies, or provide the whole or part of the capital thereof.
- 3.9 To apply for and otherwise acquire any patents, brevets d'invention, concessions and the like conferring an exclusive or non-exclusive, or limited right to use any process or invention, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to work out, devise,

develop, test, demonstrate, improve and perfect any such process or invention, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account any such inventions, processes, brevets d'invention, licences, concessions and the like, and the property, rights and information so acquired.

- 3.10 To lend money to such persons, upon such terms and subject to such conditions as may be desirable.
- 3.11 To borrow or raise money or secure the payment of money or performance of obligations (whether by or of the Company or any other person) in such manner as the Directors shall think fit, and in particular by the granting of bonds, charges and rights in security and by the issue of debentures or debenture stock charged upon all or any of the Company's property both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- 3.12 To guarantee the payment of any bonds, mortgages, charges, obligations, interest, moneys or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds.
- 3.13 To pay for any property, rights, privileges or concessions acquired or agreed to be acquired by the Company, and generally to satisfy any payment due by, or obligations of, the Company.
- 3.14 To draw, make, accept, endorse, negotiate, discount, buy, sell, deal in, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable or transferable instruments, securities or documents.
- 3.15 To purchase, subscribe for, or otherwise acquire other interests in, or obligations of any other company or corporation, and to invest and deal with the moneys of the Company not immediately required for the purposes of the Company subject to such conditions as may seem expedient.
- 3.16 To remunerate any person or company for services rendered or to be rendered to the Company or of any company in which the Company may be interested or propose to be interested, or in or about the conduct of the business of the Company by cash payments or otherwise.
- 3.17 To pay out of the funds of the Company all expenses which the Company may lawfully pay relating or incidental to the formation, registration and advertising of or raising money for the Company and the issue of its capital, or for contributing to or assisting any company either issuing or purchasing with a view to issue all or any part of the Company's capital in connection with the advertising or offering of the same for sale or subscription.
- 3.18 To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or to procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families, relations and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- 3.19 To remunerate any person or company rendering services to the Company, by cash payment or otherwise.
- 3.20 To distribute any of the assets of the Company among the members in specie or otherwise, but so that any redemption or purchase shall be in accordance with Part VIII of the Companies Act 1985 as amended or re-enacted and no distribution amounting to a reduction of capital may be made without the sanction of the Court when necessary.
- 3.21 To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem likely directly or indirectly to prejudice the Company's interests.
- 3.22 To do all such other things as are incidental or conducive to the attainment of the above objects or any of them in any part of the world, and either as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

AND IT IS HEREBY DECLARED THAT:-

- 3.22.1 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, firm or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere.
- 3.22.2 In this clause, words denoting the singular number only shall include the plural and vice versa.
- 3.22.3 The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall not be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4 The income and property of the Company whensoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, gift, bonus or otherwise howsoever by way of profit to the Members, officers or servants of the Company.

PROVIDED that nothing herein shall prevent

- 4.1 The payment in good faith of reasonable and proper remuneration to any Member, officer, or servant of the Company in return for any services actually rendered to the Company, or outlays properly incurred on its behalf.
  - 4.2 The payment in good faith to any Member, officer, or servant of the Company including members of its Board of Directors of out of pocket expenses incurred by him in or about the performance of his duties.
  - 4.3 A reasonable and proper rent for premises let by any Member of the Company or its Board of Directors.
- 5 The liability of the Members is limited.
- 6 Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceased to be a Member and of the costs, charges, and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.
- 7 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income or property among its or their members to an extent at least as great as imposed on the Company under or by virtue of Clause 4 hereof such charitable institution or institutions to be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some other charitable object.

**SCOTTISH AMATEUR SWIMMING ASSOCIATION LIMITED**

**ARTICLES OF ASSOCIATION**

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of

THE SCOTTISH AMATEUR SWIMMING ASSOCIATION LIMITED

**1 Preliminary**

1.1 The Regulations in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 as that Schedule was in force on the date of adoption of these Articles (hereinafter called "Table C") shall apply to the Company save to the extent that they are excluded by or are inconsistent with any of these Articles.

**2 Interpretation**

2.1 In these Articles:-

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

"**Articles**" means the Articles of the Company.

"**Chairperson**" means the chairperson nominated and appointed by the Council in accordance with clause 10 of the SASA's Constitution.

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

"**Clubs**" means the clubs affiliated to the SASA.

"**Code of Practice**" is a document defining policy in respect of a specific subject.

"**Communication**" means the same as in the Electronic Communications Act 2000.

"**Council**" means the Council of the SASA.

"**Directors**" means the Directors nominated and appointed by the Council in accordance with clause 10 of the SASA Constitution.

"**District**" means [the four districts into which the SASA is divided, namely East, Midland, North and West].

"**Electronic communication**" means the same as in the Electronic Communications Act 2000.

"**Executed**" includes any mode of execution.

"**FINA**" means the Federation Internationale de Natation Amateur.

"**Honorary Legal Adviser**" means the legal advisor of the Company as appointed by the Member.

"**LEN**" means the Ligue Europeenne de Natation.

"**National Arbitration Panel**" means the National Arbitration Panel of the Company from time to time appointed in accordance with Company Rules.

"**National Enquiry Panel**" means the National Enquiry Panel of the Company from time to time appointed in accordance with Company Rules.

"**Office**" means the registered office of the company.

"**Regulations**" means regulations passed by the Board of Directors in accordance with these Articles.

"**Rules**" means the Rules from time to time adopted by the Company.

"**SASA**" means the Scottish Amateur Swimming Association.

"**Standing Committee**" means the Standing Committees of the Company which are appointed at the Annual General Meeting of the SASA, and which, for the avoidance of doubt, but without limitation, shall include for the purposes of these Articles, the Swimming Committee, the Swimming Technical Officials Committee, the Masters Swimming Committee, the Water Polo Committee, the Synchronised Swimming Committee, the Diving Committee, the Open Water Swimming Committee, the Health and Safety Committee and the Education Committee.

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

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

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

### **3 Members**

3.1 The sole member of the Company shall be the SASA (also referred to throughout these Articles of Association as the "Member") or its successor who is the subscriber to the Memorandum of Association of the Company.

### **4 General Meetings**

4.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

4.2 The Annual General Meeting of the Company shall be held on the same day each year as the Annual General Meeting of the SASA.

4.3 A general meeting may be called on the request of the Council of the Member or by two Districts supported by the signatures of not less than one third of the Clubs in each of the Districts concerned.

### **5 Notice of General Meetings**

5.1 With the exception of any general meeting at which it is proposed that either (a) a new Memorandum of Association will be adopted, (b) the Articles of Association of the Company be changed, or (c) a new Rule or Rules of the Company be adopted or an existing Rule or Rules be changed, an annual general meeting and an extraordinary general meeting shall be called by at least twenty-one clear days' notice. Any general meeting at which any of the proposals detailed in (a) and (b) will be considered will be called by at least six months' notice and any proposed new Memorandum of Association or amended Articles of Association shall be delivered to those clubs/districts etc. as nominated by the Member at least twenty-one clear days' in advance of any such general meeting. Any general meeting at which a proposal detailed in (c) in the first sentence of this Article 5.1 shall be called by at least three months' notice and any new or amended Rules to be considered will be delivered to those clubs/districts etc. as nominated by the Member at least twenty-one clear days' in advance of any such general meeting.

5.2 Changes to the Memorandum of Association and Articles of Association may only be approved by the Member with the approval of its General Congress, as such term is defined in the Member's Constitution.

5.3 Rules may only be adopted or amended by the sole Member of the Company in a SASA general meeting. Proposed alterations to Rules and proposals for the adoption of a new Rule or Rules must be made three months in advance of any general meeting at which such proposed alterations or adoptions will be considered.

5.4 The period of notice for a general meeting may be called by shorter notice than as specified in this Article 5 if this is approved by the Member in general meeting.

### **6 Votes of Member**

6.1 Where a decision requires to be made by a Resolution of the Member, such resolution will be deemed to be passed if it is voted in favour of by more than 50% of those present and entitled to vote at a general meeting of the Member.

6.2 Where a decision requires to be made by a Special Resolution (changes to Company Memorandum and or Articles of Association) of the Member, such resolution will be deemed to be passed if it is voted in favour of by more than 75% of those present and entitled to vote at a general meeting of the Member.

**7 Number of Directors**

- 7.1 There shall be nine Directors who shall be the President for the time being of SASA (who, for the avoidance of doubt, will not be the Chairperson), the Vice-President of SASA, the Chairperson, and six Directors.
- 7.2 Candidates for the positions of Chairperson and the Directors may be nominated either by Clubs or Districts, or by individual applicants themselves, and shall be appointed by the Council of the Member as such authority is given to the Council in terms of the Member's Constitution for a term of four years, subject to annual review by the Council.

**8 Powers of Directors**

- 8.1 Subject to the provisions of the Act, the Memorandum and the Articles and the Rules, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum of Articles, and Rules, no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 8.2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 8.3 The Directors shall report to the Council of the Member as representative of the Member three times per year.
- 8.4 Without prejudice to the generality of Article 8.1, the Directors shall:-
- 8.4.1 be responsible for the day to day management of the affairs of the SASA;
  - 8.4.2 be represented on all Standing Committees, and publish a list of nominated Representatives;
  - 8.4.3 review reports on the income and expenditure of Standing Committees;
  - 8.4.4 approve, reject or amend any recommendations from Standing Committees;
  - 8.4.5 approve or otherwise Regulations as drafted by Standing Committees
  - 8.4.6 appoint and arrange supervision of the staff of the Company;
  - 8.4.7 arrange office accommodation for the administration and staff of the Company, and for that purpose, enter into contracts for the lease, purchase or disposal of heritable property;
  - 8.4.8 fill any vacancy occurring in office and appoint any sub-committees considered necessary;
  - 8.4.9 make alternative arrangements for the period up until the next Annual General Meeting where a Standing Committee is not operating in accordance with the Company Articles and Rules.
  - 8.4.10 make appropriate arrangements for handling all applications for records.
  - 8.4.11 appoint National Enquiry and Arbitration Panels.
  - 8.4.12 consider and approve, for issue, Codes of Practice.
  - 8.4.13 nominate candidates for British Swimming appointments.
- 8.5 Notwithstanding any other provisions in these Articles all matters relating to proceedings of the Directors shall be in accordance with the Company's Rules.

**9 Delegation of Directors' Powers**

- 9.1 The Directors may delegate any of their powers to any committee consisting of one or more Directors or their respective nominees. They may also delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.
- 9.2 Without prejudice to the foregoing generality of Article 9.1, the Directors shall delegate their powers to the Swimming Committee, the Swimming Technical Officials Committee, the Masters Swimming Committee, the Water Polo Committee, the Synchronised Swimming Committee, the Diving Committee the Open Water Swimming Committee, the Health and Safety Committee and the Education Committee.
- 9.3 Standing Committees shall be endorsed/elected at the Company AGM and shall have the following general responsibilities:-
- 9.3.1 Review and bring forward for the approval of Board Directors, amendments to the Regulations for which they have responsibility before promulgation of the Regulations to the membership.

- 9.3.2 Submit an Annual Report to the Company by 15 November each year.
- 9.3.3 Submit to the Company reports as requested by the Board Directors.
- 9.3.4 Submit a proposed budget for their forward programme to the Board Directors and be accountable and responsible for the implementation of the agreed programme.

Any person holding office as any of the following, shall not be eligible to be appointed a Convener of a Standing Committee:

- a Convener of a District;
- a President of a District;
- a Secretary of a District;
- a Treasurer of a District;
- the President of SASA;
- the Vice President of SASA;
- any Director of the Company.

## 9.5 The Swimming Committee

9.5.1 The Swimming Committee shall comprise:

a Convener who, subject to approval of the Member in general meeting, shall be entitled to serve as such for a period of two years and who shall be eligible for re-election.  
one representative from each District.

a nominated representative of the Company

the National Championship/Meet Convener

a maximum of three co-opted members, subject to the approval of the Board of Directors

a representative of the Scottish branch of the British Swimming Coaches and Teachers Association.

9.5.2 The Swimming Committee shall have the following responsibilities in addition to Those stated in paragraph 9.3

9.5.2.1 Calendar Planning of District and club competitions in conjunction with the National Championships/Meets Plan.

9.5.2.2 National Championship/Meets, organisation and implementation.

9.5.2.3 Support Swimming activities in the Districts including the District Regional Programme and District Championships.

9.5.2.4 Act as a communication medium between Scottish Swimming and the Districts on swimming matters.

9.5.2.5 Assist with the implementation of Scottish Swimming strategies and policies.

9.5.2.6 Act as a forum for consultation with the Performance Director on swimming matters.

9.5.2.7 Formulation of Swimming Regulations and provide interpretation as necessary.

9.5.2.8 Ratification of all Scottish Swimming Records.

9.5.2.9 Liaise with the Swimming Technical Officials committee

9.5.2.10 Advertise and appoint a National Championships/Meet Convener every two years.

## 9.6 The Swimming Technical Officials Committee

9.6.1 The Swimming Technical Officials Committee shall comprise of certificated registered referees and shall consist of:-

a convener who, subject to approval of the Member in general meeting, shall be entitled to serve as such for a period of three years, and who shall be eligible for re-election;

one representative from each District.

a nominated representative of the Company;

two persons elected at the annual meeting of Swimming Technical Officials and confirmed by the Member in general meeting, each of whom shall be entitled to serve as members of the committee for a period of two years, and each of whom shall be eligible for re-election;

a non-voting secretary appointed by a majority of the members of the committee.

9.6.2 The Swimming Technical Officials Committee shall have the following responsibilities in addition to those stated in paragraph 9.3

9.6.2.1 draft and formulate regulations for activities in Scotland relating to Swimming Technical Officials;

9.6.2.2 decide on the interpretation of the Regulations pertaining to Swimming Technical Officials and give rulings thereon;

9.6.2.3 regulate the training and/or retraining of Swimming Technical Officials licensed/registered with Scottish swimming and award certificates of proficiency, in accordance with STO Regulations.

9.6.2.4 arrange for assessments or written examination for appropriate categories of officials in accordance with STO Regulations.

9.6.2.5 promulgate at least every two years examination syllabuses for appropriate categories of officials;

9.6.2.6 ensure the maintenance of a register of Swimming Technical Officials by the Company and arrange for the provision of selected information to be provided to SASA affiliated clubs in February and August of each year;

9.6.2.7 review regularly the FINA Regulations relating to swimming and the Regulations relating to Swimming Technical Officials, provide interpretation thereof and make proposals for amendments thereto as necessary;

9.6.2.8 arrange for the exchange of suitably experienced Scottish Swimming Technical Officials with other British Swimming and FINA members and appoint on behalf of the Swimming Technical Officials for events outside Scotland for which invitations are received;

9.6.2.10 nominate on behalf of the Company to the appropriate body for consideration suitably experienced Swimming Technical Officials for FINA list appointment;

9.6.2.11 arrange an annual meeting of registered Swimming Technical Officials, to be held, usually, in September or October of each year at which changes to the Regulations and examination syllabus are endorsed;

9.6.2.12 appoint area organisers as required to support District organisations;

9.6.2.13 recommend to the Directors of the Company the fees appropriate for Swimming Technical Officials examination and publications;

9.6.2.14 arrange for the selection, appointment and supervision of Swimming Technical Officials at national championships and international events held in Scotland.

9.7

**The Masters Swimming Committee**

9.7.1 The Masters Swimming Committee shall comprise:-

a convener;

one representative from each District.

a nominated representative of the Company;

not more than three co-opted members, each of whom has been approved by the Directors of the Company.

9.7.2 The Masters Swimming Committee shall have the following responsibilities in addition to those stated in paragraph 9.3

9.7.2.1 formulate regulations for Masters Swimming activities held in Scotland;

9.7.2.2 decide on the interpretation of the Regulations pertaining to Masters Swimming and give a ruling there on;

9.7.2.3 arrange and select Masters Swimmers for trials;

9.7.2.4 select all swimmers for international contests for Masters;

9.7.2.5 co-operate with any advisory board which may be appointed by the Company to organise the training of swimmers;

9.7.2.6 compile and submit for approval by the Directors of the Company a calendar of events for Masters including international, national, district and member club contests.

9.8

**The Water Polo Committee**

9.8.1 The Water Polo Committee shall comprise:-

a convener;

one representative from each District,

a nominated representative of the Company;

the Domestic Co-ordinator;

a representative from each of the polo playing Clubs;

not more than three co-opted members, each of whom has been approved by the Directors of the Company;

Director of Technical Officials.

9.8.2 The Water Polo Committee shall have the following responsibilities in addition to those stated in paragraph 9.3

9.8.2.1 formulate regulations for water polo activities held in Scotland;

9.8.2.2 decide on the interpretation of regulations pertaining to water polo and give a ruling thereon;

9.8.2.3 arrange trials and agree a selection policy for players to participate therein;

9.8.2.4 select staff for international squads and contests;

9.8.2.5 co-operate with any advisory board which may be appointed by the Company to supervise the training of swimmers;

- 9.8.2.6 nominate on behalf of SASA to the appropriate body for consideration suitably experienced water polo technical officials for LEN and FINA list appointment(s).
- 9.8.2.7 arrange for the selection, appointment and supervision of Water Polo Technical Officials at National Championships and International events held in Scotland.

9.9

**The Synchronised Swimming Committee**

9.9.1 The Synchronised Swimming Committee shall comprise:

- a convener;
- one representative from each District,
- a nominated representative of the Company;
- an Events/Assessor Co-ordinator.

not more than three co-opted members, each of whom has been approved by the Directors of the Company.

9.9.2 The Synchronised Swimming Committee shall have the following responsibilities in addition to those stated in paragraph 9.3

- 9.9.2.1 draft and formulate Regulations for synchronised swimming activities held in Scotland;
- 9.9.2.2 decide on the interpretation of the Regulations pertaining to synchronised swimming and give rulings there on;
- 9.9.2.3 arrange lectures and conduct examinations of synchronised swimming teachers and judges certificates;
- 9.9.2.4 select competitors eligible to compete outwith Scotland or in international contests held in Scotland;
- 9.9.2.5 appoint all necessary officials for synchronised swimming events.

9.10

**The Diving Committee**

9.10.1 The Diving Committee shall comprise:

- a convener;
- one representative from each SASA District /and or a competitive club.
- a nominated representative of the Company;
- a National Coach;
- a Club Development Co-ordinator;

not more than five co-opted members, each of whom has been approved by the Directors of the Company.

9.10.2 The Diving Committee shall have the following responsibilities in addition to those stated in paragraph 9.3

- 9.10.2.1 draft and formulate Regulations for diving activities held in Scotland;
- 9.10.2.2 compile and submit for Company Board of Directors approval a calendar of events for International, National Meets and Contests and District Championships Events;
- 9.10.2.3 conduct diving championships;
- 9.10.2.4 set out conditions and conduct tests for proficiency awards in diving;

- 9.10.2.5 develop an education programme for Teachers, Coaches and Technical Officials and examine as appropriate for appointment as Diving Judges and Officials to a SASA Panel of Diving Officials.

9.11 **The Open Water Swimming Committee**

9.11.1 The Open Water Swimming Committee shall comprise:-

a convener;

one representative from each District.

a nominated representative of the Company;

not more than three co-opted members, each of whom has been approved by the Directors of the Company

9.11.2 The Open Water Swimming Committee shall have the following responsibilities in addition to those stated in paragraph 9.3

- 9.11.2.1 draft and formulate Regulations for open water swimming activities held in Scotland;
- 9.11.2.2 decide on the interpretation of Regulations pertaining to open water swimming and give rulings thereon;
- 9.11.2.3 arrange, control and conduct open water swimming championships in Scotland;
- 9.11.2.4 select and supervise the training of swimmers for open water swimming championships and similar events;
- 9.11.2.5 regulate the training and retraining of technical officials for the following categories;
- a) open water judge; and
  - b) open water referee;
- 9.11.2.6 arrange for written examinations for appropriate categories of officials at least one time per year.
- 9.11.2.7 award certificates of proficiency to officials who satisfy the requirements of the Regulations;

9.12 **The Health and Safety Committee**

9.12.1 The Health and Safety Committee shall comprise:-

a convener;

the Honorary Legal Adviser;

one representative from each District, a nominated representative of the Company;

not more than three co-opted members, each of whom has been approved by the Directors of the Company.

9.12.2 The Health and Safety Committee shall have the following responsibilities in addition to those stated in paragraph 9.3

- 9.12.2.1 advise the Directors of the Company and Standing Committees on matters relating to health and safety as necessary.

**9.13 The Education Committee**

9.13.1 The Education Committee shall comprise:

a convener;

one representative from each District,

a nominated representative of the Company;

not more than three co-opted members, each of whom has been approved by the Directors of the Company.

9.13.2 The Education Committee shall have the following responsibilities in addition to those stated paragraph 9.3

9.13.2.1 In conjunction with the chosen Awarding Body & the SASA Education and Training Network Staff, draft and formulate regulations for education courses leading to certification in aquatic sports in Scotland.

9.13.2.2 Decide on interpretation of Regulations pertaining to education and give rulings thereon.

9.13.2.3 Produce and promote a national calendar of certificated and non-certificated education and training events for teachers, coaches and volunteers.

9.13.2.4 Approve, endorse and support the budget request for education and training requirements per discipline as indicated within the relevant discipline development plan for the forthcoming year.

9.13.2.5 Meet annually with a member from each of the following discipline committees Swimming, Diving, Water Polo, Open Water and Synchronised Swimming and other representatives as necessary to:

a) Agree the education and training requirements for the forthcoming year.

b) Review and report on the previous years educational activities

**10 Appointment and Retirement of Directors**

10.1 Subject to Article 7.2, no Director shall be required to retire from office at any annual general meeting.

10.2 No person shall be appointed or re-appointed a Director unless they are recommended by the Council on behalf of the Member.

11 Disqualification and Removal of Directors

11.1 The office of a Director shall be vacated if:-

11.1.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or

11.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

11.1.3 he is, or may be, suffering from mental disorder and either:-

11.1.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Care and Treatment) (Scotland) Act 2003 and subsequent Acts.

11.1.3.2 an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

11.1.4 he resigns his office by notice to the Company; or

11.1.5 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.

## **12 Remuneration of Directors**

12.1.1 The remuneration of the Directors shall be determined by the Council of the member of the Company from time to time.

## **13 Directors' Expenses**

13.1.1 The Directors (including alternate Directors) may be repaid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

13.1.2 Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who, for the purpose of discharging his duties, travels to or resides in any place other than that in which he usually resides may be paid such extra remuneration (whether by way of lump sum, commission or participation in profits or otherwise) as the Directors may determine.

## **14 Directors' Appointments and Interests**

14.1 Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.

14.1.1 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:-

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

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

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

14.2 For the purposes of Article 14.2:-

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

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

## **15 Proceedings of Directors**

15.1 Subject to the provisions of the Articles, the Directors may regulate their proceeding as they think fit provided that all such procedures shall comply with the Company Rules. If there shall be any conflict between the provisions of the Company Rules and the provisions of these Articles the provisions of the Company Rules shall prevail over the Articles. It shall not be necessary to give notice of a meeting to a Director who is absent from the United

Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote on a result on which requires a decision (choice) to be made for the continued good governance of the Company.

- 15.2 The quorum for the transaction of the business of the Directors shall be five.
- 15.3 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 15.4 If the Company Chairperson is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, the Directors present may appoint one of their members to be Chairman of the meeting.
- 15.5 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 15.6 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors;
- 15.7 A Director shall not be entitled to vote in respect of any contract or arrangement that he may be interested therein and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.
- 15.8 A resolution of which any Director has signified his approval by letter, electronic communication, cable, telex, telegram or facsimile message shall be as valid and effectual as a resolution in writing signed by that Director.

## **16.0 Secretary**

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

## **17 Minutes**

- 17.1 The Directors shall cause minutes to be made in books kept for the purpose:-
- 17.1.1 of all appointments of officers made by the Directors; and
- 17.1.2 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

## **18 Accounts**

- 18.1 The Council of the Member as defined in the Member's constitution shall have the exclusive right of inspecting any accounting records or other book or documents of the Company upon providing reasonable notice to the Company in addition to any right conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

## **19 Notices**

- 19.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice.
- 19.2 In this Article, "address", in relation to electronic communications, includes any number or address used for the purpose of such communication.

- 19.3 The Company may give any notice to the Member either by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the member.
- 19.4 A member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 19.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after it was sent.

## **20 Indemnity**

- 20.1 Subject to the provisions of the Act but without prejudice to any indemnity which may otherwise be available, every Director, managing Director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by and out of the assets of the Company against:-
- 20.1.1 all charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto; and
  - 20.1.2 any liability incurred by him in:-
    - 20.1.2.1 defending any proceedings, whether civil or criminal, in which judgement is not given against him; or
    - 20.1.2.2 in connection with any application in which relief is granted to him by the Court from liability for negligence, breach of duty or breach of trust in relation to the affairs of the Company.
- 20.2 The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.