



## CONSTITUTION

### 1.11.1 Memorandum of Association

1. The name of the Company is SCOTTISH TRIATHLON ASSOCIATION LIMITED (herein after called “the Association”).
2. The Registered Office of the Association will be situated in Scotland.
3. The objects for which the Association is established are as follows:-
  - 3.1.1 To act as the governing body for Scotland of the sports of Triathlon and Duathlon as these sports are defined in the Articles of Association
  - 3.1.2 To encourage the participation in and promotion and practice of the sports of Triathlon and Duathlon in Scotland and for this purpose to foster, develop and control the said sports;
  - 3.1.3 To establish, safeguard and review competition rules for the sports of Triathlon and Duathlon;
  - 3.1.4 To promote national championships in Scotland for the sports of Triathlon and Duathlon and to organise and manage representative teams;
  - 3.2 To solicit, receive and accept financial assistance, grants, donations, subscriptions, endowments, gifts (both inter vivos and testamentary) and loans of or of any interest in money, rents, heritable and other property whatsoever subject or not to any specific trusts or conditions or burdens.
  - 3.3 To take such steps by personal or written appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Association to carry out its objects so far as it may require such assistance.  
To arrange for and provide for or join in arranging and providing for the holding of meetings and classes, and to publish (whether in electronic or print format) magazines, books, pamphlets and papers.  
To undertake, execute and perform any charitable trust or other conditions affecting any property of any description of the Association whether acquired by gift or otherwise.
  - 3.4 To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Association.
  - 3.5 To improve, manage, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Association.
  - 3.6 To sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Association.
  - 3.7 To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.
  - 3.8 To borrow money and give security (including without prejudice to the foregoing generality, standard securities and floating charges) for the payment of money by, or the performance of other obligations of, the Association or any other person.
  - 3.9 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
  - 3.10 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d’invention, licences, secret processes, trade marks, designs, protections, concessions and discoveries or techniques of any kind and to disclaim, alter, modify, develop, use and turn to account and to manufacture under or grant licences

or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Association may acquire or propose to acquire and/or to secure the exploitation of the same by access to sources of finance from third parties and the provision of expertise.

- 3.11 To employ such employees as the Executive Committee may from time to time think desirable and on such terms and conditions as the Executive Committee may decide.
- 3.12 To remunerate any individual in the employment of the Association and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual, who is or was at any time in the employment of the Association and the wife, widow, relatives and dependants of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.
- 3.13 To apply for, promote and obtain any Private Act of Parliament, charter, privilege, concession, licence or authorisations of any government, state or municipality, Provisional Order or licence of the Board of Trade or other authority to enable the Association to carry out its objects, alter its constitution, and achieve any other purpose which may promote the Association's interests, and to oppose or object to any application or proceedings which may prejudice the Association's interests.
- 3.14 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Association and to obtain from any such organisation, government or authority any charter, right, privilege or concession, which the Association may think desirable and to carry out, exercise and comply with any such charters, rights, privileges and concessions.
- 3.15 To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any person, firm, trust, association or company carrying on or engaged in, any business or transaction which the Association is authorised to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Association.
- 3.16 To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of.
- 3.17 To effect insurance against risks of all kinds.
- 3.18 To invest monies of the Association not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities.
- 3.19 To carry on (whether on its own account or in partnership or association with others) any other business which may seem to the Association capable of being conveniently carried on in connection or in conjunction with the objects of the Association or calculated directly or indirectly to enhance the value of or render more profitable any of the Association's property.
- 3.20 To liaise or amalgamate with any charitable body, society or company incorporated or unincorporated, having objects altogether or in part similar or ancillary to those of the Association, such body, society or company being prohibited from distributing profits and assets among their members to at least the extent imposed by this Memorandum of Association upon the Association.  
To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the Association is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Association is authorised to amalgamate.
- 3.21 To transfer with or without valuable consideration all or any part of the undertaking, property and rights of the Association to any body, incorporated or unincorporated, with which the Association is authorised to amalgamate.
- 3.22 To subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the Association or in the furtherance of its objects.

- 3.23 To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Association or of undertaking any business or operations which may appear likely to assist or benefit the Association and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 3.24 To procure the Association to be registered or recognised in any part of the world.
- 3.25 To carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.
- 3.26 To procure and print, publish, issue and distribute, gratuitously or otherwise, newspapers, periodicals, books, pamphlets, leaflets, photographs, advertisements, appeals or other publicity material.
- 3.27 To co-operate with and enter into any arrangement with ecclesiastical authorities, educational authorities, national authorities, local authorities or associations, societies or other bodies, corporate or unincorporated and for the purpose of promoting the objects of the Association, co-operate with manufacturers, dealers or other traders and with the press and other sources of publicity.
- 3.28 To alter from time to time by special resolution the Memorandum or Articles of Association of the Association or either of them in terms of the powers to that effect conferred by law.
- 3.29 To pay out of the funds of the Association all reasonable costs and expenses, preliminary or incidental to the formation of the Association and its registration.
- 3.30 To do anything which may be incidental or conducive to the attainment of any of the objects of the Association. Provided that the Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its Members or others, any regulation, restriction or condition which, if an object of the Association would make it a Trade Union.
- And it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, wherever situated.
- 4.1 Subject to Clause 4.2 and the provisions of the Association's Articles of Association:
- (a) the income and property of the Association shall be applied solely towards the promotion of its objects as set out in Clause 3 of this Memorandum of Association;
- (b) no part of the income and property of the Association shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the Members of the Association;
- (c) no Director of the Association shall be appointed to any office in the Association in respect of which a salary or fee is payable; and no benefit in money or money's worth shall be given by the Association to any Director except repayment of out of pocket expenses.
- 4.2 The Association shall, notwithstanding the provisions of Clause 4.1, be entitled:
- (a) to pay reasonable and proper remuneration to any Director or Member of the Association in return for services actually rendered to the Association;
- (b) to pay interest at a rate not exceeding a commercial rate on money lent to the Association by any Director or Member of the Association;
- (c) to pay rent at a rate not exceeding the open market rent for premises let to the Association by any Director or Member of the Association;
- (d) to purchase assets from, or sell assets to, any Director or Member of the Association providing such purchase or sale is at market value; and
- (e) to pay any company or firm on a commercial basis for any services rendered to the Association notwithstanding that a Director or Member may hold a share or shares or be otherwise interested in such company or firm and such Director or Member shall not be bound to account for any share of the profit he may directly or indirectly receive in respect of such payment, provided that no Director shall be entitled to vote on any Resolution for the awarding of any contract by the Association to such company or firm.

- (f) On a vote of two thirds of those present and entitled to vote at a general meeting of the Association to amend the articles of association where notice of 21 clear days has been given of such a resolution.

The liability of the Members is limited.

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

- 7.1 If on the winding up of the Association any property remains after satisfaction of all the Association's debts and liabilities, such property shall not be paid to or distributed among the Members of the Association but shall be given or transferred to a body or bodies having objects altogether or in part similar to the objects of the Association and the constitution of it restricts the distribution of income and assets among Members to an extent at least as great as does Clause 4 of this Memorandum of Association, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable body, corporation, institution or the like having objects similar to the objects of the Association.

- 7.2 The body or bodies to which property is transferred under Clause 7.1 shall be determined by the Members of the Association at or before the time of dissolution or, failing such determination and approval, by such court as may have or may acquire jurisdiction.

Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Association; such accounting records shall be open to inspection at all times by any Director of the Association and subject to any reasonable restrictions as to the time and manner of inspecting them that may be imposed in accordance with the regulations of the Director for the time being in force, such accounts shall be open to the inspection of the Members.

- 8.2 The Association's auditors shall make a report to the Members on the accounts examined by them and on every balance sheet and income and expenditure account, copies of which are to be laid before the Association in General Meeting.

#### 1.11.2 Articles of Association

##### INTERPRETATION

##### 1. In these regulations

"the Act"	means the Companies Acts 1985 to 1989 including any statutory modification or re-enactment thereof for the time being in force.
"the Articles"	means the Articles of Association of the Association.
"the Association"	means Scottish Triathlon Association Limited.
"Duathlon"	means an event comprising in any combination two sporting disciplines of which at least one is a Triathlon discipline.
"executed"	includes any mode of execution.
"office"	means the registered office of the Association.
"the Memorandum"	means the Memorandum of Association of the Association.
"the seal"	means the common seal of the Association.
"secretary"	means the secretary of the Association or any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary.

“Triathlon”	means an event comprising in any combination three or more sporting disciplines of which at least two are triathlon disciplines.
“Triathlon disciplines”	means swimming, cycling and running.
“the United Kingdom”	means the Great Britain and Northern Ireland.

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

2. (a) The subscribers to the Memorandum and such other persons as are admitted to membership in accordance with the Articles shall be members of the Association.
  - (b) There shall be the following classes of members, namely:
    - (i) Individual Members: being individuals who express an interest in the sports of triathlon and duathlon in Scotland
    - (ii) Club Members: being clubs which are located and operating in Scotland and participate in the sports of Triathlon and/or Duathlon;
    - (iii) Honorary Members: being individuals who have given outstanding service to the promotion, development or presentation of the sports of Triathlon and/or Duathlon.
    - (iv) Day Members: being individuals admitted for the purpose and to the extent of taking part in a race or other event sanctioned by the Association
  - (c) Subject to paragraph (d) hereof, all applications for membership, except in the case of an Honorary member, shall require to be in writing and in such form as the Executive Committee may require. Honorary members shall require to sign an acceptance of membership in such form as the Executive Committee may require. Applications for membership in the case of Club Members shall require to be signed by the President or Chairman and the Secretary of the Club and shall be accompanied by a copy of its constitution and a list of its office bearers. All applications shall require to be approved by the Executive Committee before the applicant is admitted to membership. An Honorary member shall require to be recommended by the Executive Committee and shall only be admitted to membership after such recommendation has been approved by the Association in general meeting.
  - (d) Membership shall be open to existing members of the Scottish Triathlon Association as at the date of incorporation of the Association.
  - (e) The privileges of membership shall not be transferable.
  - (f) Any member shall cease to be a member of the Association and his name shall be removed from the Register of members accordingly, if:-
    - (i) the member resigns from membership by notice in writing given to the Secretary;
    - (ii) the member’s annual subscription remains unpaid after three months next following the date when it became due, and the Board of Directors resolves that such membership be terminated;
    - (iii) the member is expelled from membership in accordance with Article 63 hereof.
  - (g) A person who is refused membership of the association or to whom the Executive Committee indicate in writing that he would be unacceptable as a member may appeal to the Review Committee mentioned hereafter as if he had been expelled from the Association.
3. Each individual and club member shall pay a subscription annually or otherwise as may be determined from time to time by vote of a general meeting of the Association. Annual subscription shall be due by 31st December preceding the calendar year of membership. The annual subscriptions shall be due by any member who has not given written notice of resignation immediately preceding the relevant 31st December.

The Executive Committee may resolve to excuse from payment of an annual subscription any person whom they consider is rendering valuable service to the sport or the Association.

#### GENERAL MEETINGS

The Association will hold a general meeting each year known as the annual general meeting. All general meetings other than annual general meetings shall be called extraordinary general meetings.

5. The directors may call general meetings and, on the requisition of the Executive Committee or of 25 Individual Members shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director may call a general meeting.

#### NOTICES

6. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
7. The Association may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Association.
8. A member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
9. Proof that an envelope containing a notice was properly addressed, prepaid and posted 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.
10. In these regulations "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.

#### NOTICE OF GENERAL MEETINGS

11. An annual general meeting or a general meeting called for the passing of a special resolution shall be called by at least 28 clear days' notice. All the general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed: -
  - (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
  - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. Only items of business notified in writing to the secretary prior to seven clear days immediately before the annual general meeting may be considered at the annual general meeting except with the consent of the Chairman of the annual general meeting. The notice shall be given to all the members and to the auditors.

The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

No business shall be transacted at any meeting unless a quorum is present. 25 Individual Members shall be a quorum.

14. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.
15. The President, or some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
16. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
17. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.

The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

19. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
  - (a) by the chairman; or
  - (b) by at least two persons being Individual Members having the right to vote at the meeting.
20. [spare]

Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty clear days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

#### **VOTES OF MEMBERS**

28. On a poll every Individual Member shall have only one vote and neither Club Members nor Honorary Members shall be entitled to vote.
29. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
30. No proxy vote shall be allowed.

#### **NUMBER OF DIRECTORS**

31. Unless otherwise determined by ordinary resolution the maximum number of directors shall be fifteen and the minimum number shall be two.

#### **POWERS OF DIRECTORS**

32. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Association shall be managed by the directors who may exercise all the powers of the Association. No alteration of the Memorandum or articles and 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 regulation 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.
33. The directors may, by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

#### **DELEGATION OF DIRECTORS' POWERS**

34. The directors may delegate any of their powers to any committee consisting of one or more directors or any director or member holding any 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.

## APPOINTMENT AND RETIREMENT OF DIRECTORS

35. The initial directors shall be appointed by the subscribers. The Board of Directors shall be known as the Executive Committee and shall comprise a President, Vice-President, Treasurer, Secretary, and such other directors as shall be elected at the Annual General Meeting.
36. If the Association at the meeting at which a director retires does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.
37. No person other than a director retiring shall be appointed or reappointed a director at any general meeting unless:-  
he is recommended by the directors; or  
(where he is proposed for a post in opposition to a serving director) not less than fourteen clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Association of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed; or  
(in any other case) his appointment is proposed in writing by two individual members of the association present at the Annual general meeting.  
Within seven days of his appointment as a director, each director shall furnish to the Secretary the particulars required to be included in the Association's register of directors.
38. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Association of the intention to propose him at the meeting for appointment or reappointment as a director.
39. The directors may appoint a person who is willing to act to be a director, to fill a vacancy. A director so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
40. Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

## DISQUALIFICATION AND REMOVAL OF DIRECTORS

41. The office of a director shall be vacated if:-  
he ceases to be a director by virtue of any provision of the Act or the Company Directors Disqualifying Act 1986 or he becomes prohibited by law from being a director; or  
he becomes bankrupt or makes any arrangement or composition with his creditors generally; or  
he is, or may be, suffering from mental disorder and either:-  
he becomes a patient for the purposes of Part VIII of the Mental Health Act 1983 or, the Mental Health (Scotland) Act 1984 (as the case may be); or  
(ii) 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  
(d) he resigns his office by notice to the Association; or  
(e) he is removed from office by resolution duly passed pursuant to Section 303 of the Act; or

- (f) 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.

#### REMUNERATION OF DIRECTORS

42. Subject to paragraph 3 hereof, the directors shall be unpaid unless the Association /by ordinary resolution otherwise determines.

#### DIRECTORS' EXPENSES

43. The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of debentures of the Association or otherwise in connection with the discharge of their duties.

#### DIRECTORS' APPOINTMENTS AND INTERESTS

44. Subject to the provisions of the Act, the directors may enter into an agreement or arrangement with any director for his employment by the Association 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 Association.
45. 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:-

may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise interested;  
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 Association or in which the Association is otherwise interested; and  
shall not, by reason of his office, be accountable to the Association 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.

46. For the purposes of Article 43-  
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  
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.

#### PROCEEDINGS OF DIRECTORS

47. Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. 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. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

48. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be five.
49. 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.
50. Unless he is unwilling to do so, the President shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
51. 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.
52. A director may participate in a meeting of the board of directors or of a committee of the board by means of conference telephone or similar communications equipment whereby all the directors participating in the meeting can hear each other, and the directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.
53. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors (which signature may be evidenced by letter, telex, cable, electronic mail, facsimile or otherwise as the directors may from time to time resolve to permit) 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.
54. Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Association unless his interest or duty arises only because the case falls within one or more of the following paragraphs : -
- the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of the Association or any of its subsidiaries; the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Association or any of its subsidiaries for which the director 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;
- his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Association or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the Association or any of its subsidiaries for subscription, purchase or exchange;

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Association), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

55. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
56. The Association may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
57. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

#### SECRETARY

58. The initial Secretary shall be a director and shall be appointed as provided for in Article 29.

#### BYE LAWS

59. The Executive Committee shall have power to make, amend, suspend and revoke Bye-laws of the Association which will be binding on all members of the Association in respect of the following matters:-  
Discipline of Members and Directors;  
Rules for competitions;  
Ethical aspects of the sports of Triathlon and Duathlon and of the Association;  
Doping control;  
Equal opportunities and anti-discrimination measures;  
Representative team selection and management.  
Any other aspects of the sports of Triathlon and Duathlon and of the Association;

#### MINUTES

60. The directors shall cause minutes to be made in books kept for the purpose : -  
of all appointments of officers made by the directors; and  
of all proceedings at meetings of the Association, of the directors, of committees of directors, including the names of the directors or committee members present at each such meeting.

#### THE SEAL

61. If the Association has a seal it shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

#### ACCOUNTS

62. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Association except as conferred by statute or authorised by the directors or by ordinary resolution of the Association.

## **EXPULSION AND SUSPENSION OF MEMBERS**

63

The Association in General Meeting shall elect a sufficient number of individual members of the association as members of the disciplinary panel of the Association. These members shall not be directors of the Association. A quorum of the disciplinary panel shall be three persons although more may sit on either of the committees mentioned below;

Should the conduct of any member in the opinion of the Executive Committee be injurious to the objects and interests of the Association, or should any member fail to comply with the requirements of the Memorandum or Articles or any Rules or Regulations made thereunder, the Executive Committee may bring a disciplinary complaint before a quorum of the disciplinary panel (“the disciplinary committee”). The disciplinary committee having in its opinion given a reasonable opportunity to the member to furnish a written explanation (and/or a personal hearing, if the member so elects) shall be empowered to expel such member from the Association, or alternatively suspend the privileges of membership of such member for such period and on such other terms and conditions as the disciplinary committee shall think fit or alternatively to admonish the member.

Any member expelled or suspended or admonished by the disciplinary committee under the preceding paragraph may, within 7 days of the receipt of the notice of such expulsion or suspension or admonition, appeal from the decision of the disciplinary panel to a further quorum of the disciplinary panel (“the review committee”). No member of the panel who sat as a member of the disciplinary committee shall sit as a member of the review committee in the appeal in the same case. The review committee shall hear the disciplinary complaint of new. Pending the hearing of such appeal the decision of the disciplinary Committee shall stand. Pending disciplinary action or appeal in terms of the foregoing sub-paragraphs, the Executive Committee may suspend the membership of any member.

## **LEGAL PROCEEDINGS**

64

No member of the Association shall bring legal proceedings against the association other than in the Court of Session, Scotland. No person who has been a member of the association shall bring legal proceedings against the association in relation to any matter arising during or out of his membership of the association other than in the Court of Session.

## **INDEMNITY**

65

Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or member or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.