



**Scottish Swimming**  
**Governance Documentation**  
for  
**SASA**  
and  
**SASA Ltd**

**Consisting of:-**

**SASA Constitution – Issue 15**

**Company Articles – Issue 9**

**Company Rules – Issue 9**

**SCOTTISH AMATEUR SWIMMING ASSOCIATION  
SASA CONSTITUTION  
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**C1.0****NAME**

- C1.1 The Association shall be called the "Scottish Amateur Swimming Association" hereafter referred to as the "SASA".
- C1.2 The Company shall be called "Scottish Amateur Swimming Association Limited" hereafter referred to as "the Company".
- C1.3 Scottish Swimming is the trading name of the Company (as defined in C1.2) and is the generic term associated with SASA and the Company.

**C2.0****OBJECTIVES**

- C2.1 The objectives of the Scottish Swimming shall be to:
- C2.2 Advance the public participation in Aquatic Sports by promoting and managing the teaching, knowledge and practice of swimming, diving, open water swimming, water polo, synchronised swimming, life saving and masters swimming (collectively referred to hereinafter as "aquatic sports").
- C2.3 Formulate, publish and enforce uniform Company Rules relating to the conduct of its business as set out in this, the Scottish Swimming Governance Documentation.
- C2.4 Delegate to and vest in the Company the power to establish the standardisation of rules for all international competitions in aquatic sports and for the management of competitions through consultation with the British Swimming.
- C2.5 Oppose the use of drugs in sport. Members shall be subject to doping controls by British Swimming and may be subject to random testing. If any Member is found to have partaken of any of the banned substances listed by the Federation Internationale de Natation Amateur ("FINA"), or any such organisation having the requisite lawful authority, such member may be penalised by British Swimming or such organisations.
- C2.6 The SASA will be the sole member of the Company Limited by guarantee incorporated for the purposes of running the day to day management and affairs of the SASA.

**C3.0****MEMBERSHIP and ANNUAL RETURNS****C3.1****Membership Groups**

- C3.1.1 SASA Membership Groups with voting rights.
- a) SASA Life Members
  - b) Affiliated Clubs
  - c) Affiliated Swim Schools
- C3.1.2 SASA Membership Groups with no voting rights.
- a) Athletes not Members of Scottish Clubs
  - b) Associate Members
  - c) Honorary Members
- C3.1.3 Members will be given a unique registration number.

**C3.2****SASA Life Members**

- C3.2.1 Each recipient of SASA Life Membership shall be presented with a memento. A copy of the Scottish Swimming Governance Documentation can be obtained by the recipient free of charge by sending a request to the Company.
- C3.2.2 Recommendation for SASA Life Membership should be made as per Section C11.2.
- C3.2.3 A person who is a SASA Life Member is not required to pay any membership fee.
- C3.2.4 SASA Life Members are covered by Third Party and Personal Accident Insurance effected by the Company for the protection of members.

**C3.3****Affiliated Clubs**

- C3.3.1 It is a requirement for a Club affiliating to SASA to register all members of the Club with SASA and for them to pay the appropriate membership fee.

A registered member of an Affiliated Club is any individual who has been accepted into membership by a club and whose membership has neither lapsed nor been subsequently terminated.

- C3.3.3 There are seven sub groups of Members of Affiliated Clubs and a member may register in more than one sub group as appropriate. In accordance with Company Rules Section R3.3.2 only one membership fee will be required. All Aquatic ages taken as at the start of the membership year as defined in Company Rules Section R3.3.3.
- a) **Aquatic 1** - a member under 8 years who participates in any aquatic activity.
  - b) **Aquatic 2** - a member 8 years and under 11 years who participates in any aquatic activity.
  - c) **Aquatic 3** - a member 11 years or over who participates in any aquatic activity.
  - d) **Club Volunteer** - A member 14 years and over and not a competitor, who volunteers for their club in any capacity at any time.
  - e) **Club Volunteer Technical Official** - A member who volunteers for their club and who holds a current technical official qualification issued by a recognised governing body for aquatics i.e. British Swimming or international equivalent. The fee for membership will be the same as a Club Volunteer.
  - f) **Teacher and Coach** – A member who holds a current teaching or coaching qualification issued by a recognised governing body for aquatics i.e. SASA, ASA, WASA, British Swimming, an international equivalent, or S/NVQ in coaching.
  - g) **Non Classified Disability** – A member participating in any non competitive aquatic activity, receiving any Disability Allowance or whose disability is registered with Social Services and who does not have a SASA recognised classification.

**From 26 February 2011 the following will apply**

- C3.3.3 There are two categories of members of Affiliated Clubs and a member may register in only one category. Those members who fall into both categories must register as a swimmer and pay the higher fee.
- a) Swimmer – a member of any age who participates in any aquatic discipline
  - b) Non-Swimmer – a member who does not participate in any aquatic discipline as defined by the following classifications:
    - i) Club Volunteer - A member 14 years and over and not a competitor, who volunteers for their club in any capacity at any time.
    - ii) Club Volunteer Technical Official - A member who volunteers for their club and who holds a current technical official qualification issued by a recognised governing body for aquatics i.e. British Swimming or international equivalent.
    - iii) Teacher and Coach – A member who holds a current teaching or coaching qualification issued by a recognised governing body for aquatics i.e. SASA, ASA, WASA, British Swimming, an international equivalent, or S/NVQ in coaching.

C3.3.4 Each Affiliated Club shall by the 31 March in each year, send to the Company an Annual Return of members names, certified as correct and signed by three executive officers of the Club.

C3.3.5 The Annual Return shall include all sub groups of members as set out in Section C3.3.3. Those persons included on the Annual Return shall pay an annual membership fee to the Company who is entitled to receive all membership fees. The annual club affiliation fee to SASA must also be included in the Annual Return.

**From 26 February 2011 the following will apply**

C3.3.5 The Annual Return shall include all categories and classification of members as set out in Section C3.3.3. Those persons included on the Annual Return shall pay an annual membership fee to the Company who is entitled to receive all membership fees. The annual club affiliation fee to SASA must also be included in the Annual Return.

C3.3.6 A person joining a Club after submission of the Annual Return to the Company is required to pay a SASA Annual Membership Fee, which should be paid to the Company, if they have not already done so. The Club shall send a completed SASA Club Membership form along with the appropriate fee to the Company within 28 days.

- C3.3.7 A Club failing to provide an Annual Return and appropriate payment in accordance with Sections C3.3.4 and C3.3.5 may be suspended by the Company, provided the club are given an opportunity to be heard in their defence.
- C3.3.8 SASA Affiliated Clubs, and Registered Members are covered by the Third Party and Personal Accident Insurance effected by the Company for the protection of members thereof.
- C3.3.9 A Club failing to ensure that all volunteers that assist the club, no matter how irregularly, are members of the SASA, will be deemed to be operating outside the Association's remit. As this remit forms the basis of the Company Insurance Policy the insurance cover for the club may be affected.

### **C3.4 Affiliated Swim Schools**

- C3.4.1 An organisation, other than a Club, that teaches swimming and has staff who would benefit from registering with SASA as Teachers or Coaches and have paid a fee to the Company, in accordance with Company Rules Section R3.3.
- C3.4.2 Members of a Swim School can register with the SASA in the following sub groups, as defined in Section C3.3.3
- a) Teacher and Coach

<b><u>From 26 February 2011 the following will apply</u></b>	
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| C3.4.2 | Members of a Swim School can register with the SASA as a Non-Swimmer as defined in Section C3.3.3. |
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- C3.4.3 Swim Schools as defined in Section C3.4.1 shall affiliate directly to SASA (i.e. not through Districts) and before they can affiliate must satisfy the following criteria:
- Adequate public liability insurance for their swimmers, teachers & coaches.
  - An adequate child protection policy and method of undertaking Disclosure Scotland checks and child protection training.
  - Run a learn to swim programme that is overseen by at least one teacher or coach who is certificated at UKCC level 2 or above.
- C3.4.4 Each affiliated Swim School shall by the 31 March in each year, send to the Company an Annual Return, certified as correct and signed by three executive officers of the Swim School. The Annual Return shall include all sub-groups of members as set out in Section C3.4.2 and the annual Swim School affiliation fee to the SASA.

<b><u>From 26 February 2011 the following will apply</u></b>	
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| C3.4.4 | Each affiliated Swim School shall by the 31 March in each year, send to the Company an Annual Return, certified as correct and signed by three executive officers of the Swim School. The Annual Return shall include all Members registered in accordance with Section C3.4.2. The annual Swim School affiliation fee to SASA must also be included in the Annual Return. |
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- C3.4.5 A Swim School failing to provide an Annual Return in accordance with Section C3.4.4 may be suspended by the Company provided the Swim School is given an opportunity to be heard in their defence.
- C3.4.6 SASA registered members of Swim Schools are covered by the Third Party and Personal Accident Insurance affected by the Company for the protection of members thereof.

### **C3.5 Athletes not Members of Scottish Clubs**

- C3.5.1 Any athlete, eligible to represent Scotland in accordance with Company Rules Section R4.5, who is not a member of a club affiliated to SASA, who wishes to be recognised as "Scottish" must register with SASA. The appropriate form can be obtained from the Company Office. For the registration to be/remain valid an annual Aquatic 3 membership fee shall be paid.

**From 26 February 2011 the following will apply**

- C3.5.1 Any athlete, eligible to represent Scotland in accordance with Company Rules Section R4.5, who is not a member of a club affiliated to SASA, who wishes to be recognised as “Scottish” must register with SASA. The appropriate form can be obtained from the Company Office. For the registration to be/remain valid an annual Swimmer membership fee shall be paid.

**C3.6 Associate Members**

- C3.6.1 An associate member is an Individual/Organisation/Partner that is a member of the Scotswim Club.
- C3.6.2 Membership of the Scotswim Club may be granted by the Company, provided the activities of the Individual/Organisation/Partner does not directly impact upon Affiliated Clubs and Swim School activities, on receipt of a fee in accordance with Company Rules Section R3.3.
- C3.6.3 Associate Members are not covered by the Company insurance arrangements.

**C3.7 Honorary Members**

- C3.7.1 Honorary Membership may be granted by the Company for a single Meet or to a group of individuals, for a membership year, when it is deemed necessary in the “spirit of the sport”.
- C3.7.2 Honorary Members are not covered by the Company insurance arrangements.

**C4.0 GOVERNANCE**

- C4.1. Scottish Swimming shall be governed by the SASA Constitution, the Company Articles, the Company Rules the Company’s Regulations and Codes of Practice.
- C4.1.1 Amendments to the SASA Constitution shall only be made at a Scottish Swimming Annual General Meeting. At least a two thirds majority of those present and voting must be secured before an alteration can be adopted.
- C4.1.2 Amendments to the Company Articles shall only be made at a Scottish Swimming Annual General Meeting. At least a two thirds majority of those present and voting must be secured before an alteration can be adopted.
- C4.1.3 Amendments to the Company Rules shall only be made at a Scottish Swimming Annual General Meeting or a SASA Extraordinary General Meeting. A simple majority of those present and voting must be secured before an alteration can be adopted.
- C4.1.4 Amendments to the Company Regulations and the Company’s Codes of Practice shall be approved by the Company Board.
- C4.2** Scottish Swimming considers that the use or administration of substances and methods contained in the List of Prohibited Classes of Substances and Prohibited Methods published from time to time by the International Olympic Committee and World Anti Doping Agency (WADA) (together with any FINA/WADA modifications thereto) generally known as doping may be contrary to the ethics of sport.
- C4.3** Scottish Swimming is subject to and bound by the Memorandum and Articles of British Swimming and any SASA Affiliated Club, body or organisation and the individual members thereof, shall be subject to and bound by any Rules of British Swimming which may from time to time apply to them.
- C4.4 British Swimming shall within its jurisdiction be the body responsible for regulating, maintaining and enforcing doping control in the sport of Swimming, Open Water Swimming, Diving, Masters Swimming, Synchronised Swimming and Water Polo. British Swimming may adopt (and from time to time amend) and publish Doping Control Laws.
- C4.5** Scottish Swimming will work to ensure:  
The prevention, elimination or regulation of discrimination between persons on grounds of sex, marital (or civil partnership) status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.

- C4.6 Scottish Swimming has adopted and will take steps to abide by policies and Codes of Practice as appropriate, which set out its commitment to upholding and implementing ethical standards and procedures which address equity, anti-doping and child protection.
- C4.7** Scottish Swimming has a disciplinary policy and procedures in place to enable
- a) discrimination on any grounds referred to in Section C4.5 and
  - b) misconduct in relation to any other ethical issues
- to be addressed and eliminated.
- C4.8** The following may amount to “misconduct” and may give rise to disciplinary action:
- a) A breach of the Company Articles, Company Rules, Company Regulations or the Company’s Codes of Practice or policies made hereunder;
  - b) The commission of a “doping offence” as defined in the Company’s Anti-Doping Agreement with British Swimming and/or the World Anti-Doping Agency
  - c) A breach of any of the conditions of any Code of Conduct adopted by the Company and published as such;
  - d) Any conduct, act or omission which in the view of the Company Board or the appropriate committee is or was detrimental to the interests of the sport.

**C5.0 SCOTTISH SWIMMING ANNUAL GENERAL MEETING (AGM)**

- C5.1 Scottish Swimming will hold an Annual General Meeting.
- C5.2 The Annual General Meeting will take place on the last Saturday in February or the Saturday preceding or following the last Saturday in February, 12 months notice would be given. The venue shall be arranged by the Company.
- C5.3 Individuals in Membership Groups with voting rights, in accordance with Section C3.1.1, are permitted to vote for one group only, on any proposal/motion.
- C5.4 Three delegates from each Affiliated Club shall be entitled to attend, take part in the proceedings and vote.
- C5.5 One delegate from each affiliated Swim School shall be entitled to attend take part in the proceedings and vote.
- C5.6 Delegates from Affiliated Clubs and affiliated Swim Schools must be 16 years or over and registered members of SASA.
- C5.7 Clubs and Swim Schools must have affiliated to SASA, by not later than 15 November, failing which they cannot take part.
- C5.8 SASA Life Members and SASA Council Members shall be entitled to attend, take part in the proceedings and vote.
- C5.9 Company Board Members and Chairs of National Committees of the Company shall be entitled to attend and take part in the proceedings. They are also entitled to vote if they are members of SASA.
- C5.10 Forty individuals, entitled to vote as set out in Sections C5.3 to C5.9, shall form a quorum provided there is a representation from the lesser of 10 or 25% Affiliated Clubs of SASA.
- C5.11 The AGM shall have the right to exclude from all or part of the proceedings all but those entitled to attend, take part in the proceedings and vote as set out in Sections C5.3 to C5.9.
- C5.12 The following Office Bearers, who must be Delegates or SASA Life Members, shall be elected/appointed at the AGM:
- a) President.
  - b) Vice President(s).
  - c) Members of the SASA Council.

- C5.13 On the recommendation of the Company, the following shall be appointed.
- a) Auditor.
  - b) Honorary Legal Adviser.
  - c) Honorary Medical Adviser.
  - d) Two representatives for the Commonwealth Games Council for Scotland.
  - e) One representative for the Scottish Sports Association.
  - f) Representative for the British Swimming Management Board.
  - g) National Representatives for British Swimming General Meetings.
- C5.14
- a) Nominations for Office and other appointments must be received by the Company not later than 15 December prior to the AGM.
  - b) Nominations for Office, as set out in Section C5.12, shall be submitted by SASA Districts, in accordance with procedures in Sections C9.7.3 and C9.7.4.
- C5.15
- a) Proposed alterations to Governance Documentation and notices of motion must be received by the Company not later than 15 November prior to the AGM.
  - b) Proposed alterations to Governance Documentation and notices of motion may be submitted by the SASA Council, SASA Life Members, an Affiliated Club, an Affiliated Swim School and Chairs of National Committees of the Company.
  - c) An alteration to Governance Documents shall take immediate effect unless otherwise decided by a simple majority.
- C5.16 The Agenda, Annual Report, Financial Report for the past year and proposed alterations to the Governance Documents shall be forwarded to SASA Council Members, SASA Life Members, Affiliated Clubs, Affiliated Swim Schools Company Board Members and Chairs of National Committees not less than 21 days before the AGM. Each Club will receive one copy and additional copies up to a maximum of two will be provided for delegates registered to attend an AGM.
- C5.17 The business for the AGM shall include (but not necessarily in this order):
- a) President's Address
  - b) Apologies for absence
  - c) Minutes of previous AGM/EGM
  - d) Business from Minutes
  - e) Correspondence
  - f) Address by Company Chair/Chief Executive
  - g) Company's Annual Report, which will include reports from National Committees.
  - h) Financial Report, Budget / Membership Fees.
  - i) Company Fees and Fines
  - j) Alterations to Governance Documentation
  - k) Matters the SASA needs to consider as sole member of the Company
  - l) Notices of Motion
  - m) Appointment of Members of SASA Council
  - n) Endorsement of Members of National Committees
  - o) Confirmation of Appointments
  - p) Installation of President
  - q) Presentation of SASA Life Membership
- C5.18 The Chair shall be the President or, in their absence, the chair shall be taken by the longer serving Vice President, the newer Vice President, the most immediate Past President in attendance in that order of preference.
- C5.19 The conduct of business shall be in accordance with the Company Rules Section R16.
- C5.20 When adjourning an AGM the Chair of the meeting must
- a) either specify the time and place to which it is adjourned or state that it is to continue at a time or place to be fixed by the Company.
  - b) have regard to any directions as to time and place of any adjournment which have been given by the AGM.
- C5.21 If the continuation of an adjourned AGM is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days notice of it to the same persons to whom notice of the AGM is required to be given and containing the same information which such notice is required to contain.



**C6.0 EXTRAORDINARY GENERAL MEETING (EGM)**

- C6.1 An Extraordinary General Meeting (EGM) shall be called at the request of the SASA Council, the Company Board or two SASA Districts supported by the signatures of not less than one third of the Affiliated Clubs in each of the SASA Districts concerned.
- C6.2 Notice of the EGM shall specify the business to be transacted and shall be forwarded to SASA Council Members, SASA Life Members, Affiliated Clubs, Affiliated Swim Schools, Company Board Members and Chairs of National Committees not less than 21 days before the date of the Meeting. Each club will receive one copy and additional copies up to a maximum of two will be provided for delegates registered to attend an EGM.
- C6.3 Sections C5.3 to C5.11 shall apply to an EGM.
- C6.4. The order of business for an EGM shall be:
- a) President's Address
  - b) Apologies for absence
  - c) Business to be transacted of which due notice has been given in accordance with Section C6.2.
- C6.5 No business shall be transacted at the EGM other than business of which due notice has been given in accordance with Section C6.2.
- C6.6 The conduct of business shall be in accordance with Company Rules Section R16.

**C7.0 SASA MANAGEMENT****C7.1 SASA Council**

- C7.1.1 The following shall be members of the SASA Council
- a) President of the SASA
  - b) Two Vice Presidents of the SASA
  - c) Two representatives of each SASA District elected in accordance with Section C9.7.3. If an elected representative(s) is unable to attend then a deputy from the appropriate District should attend, participate and vote.
  - d) The Company Chair
  - e) A nominated member of the Company Board
- C7.1.2 A quorum at a SASA Council Meeting shall be eight.
- C7.1.3 **The Duties and Powers of the SASA Council are:-**
- C7.1.3.1 To delegate and vest in the Company the day to day running of the business of the SASA and to transact all SASA business.
  - C7.1.3.1 To maintain a financial overview of the Company through the receipt of finance reports on income and expenditure and progress of the approved budgets of National Committees.
  - C7.1.3.3 To be responsible for the governance documentation for Scottish Swimming.
  - C7.1.3.4 To be responsible for approving changes to the Club "Model" documents as per Section C10.1.1.
  - C7.1.3.5 To be responsible for putting in place a mechanism that will ensure all the Districts operate in a consistent manner.
  - C7.1.3.6 To approve payments of Honoraria to the Company Board Members.
  - C7.1.3.7 To be responsible for the annual re-appointment of Company Board members following the annual review carried out by the Chair of the Company Board.
  - C7.1.3.8 To make recommendations to the Scottish Swimming Annual General Meeting for Patrons and SASA Life Members.
  - C7.1.3.9 To award the Nancy Riach Medal, the W G Todd Prize and Cup and the J Y Coutts Memorial Award.
  - C7.1.3.10 To enact the reserve powers of the Member in accordance with the Company Articles section A4.2.
- C7.1.4. The SASA Council shall meet at least three times per year.
- C7.1.5 Ordinary SASA Council Meetings
- C7.1.5.1 Dates of Ordinary SASA Council meetings for the next 12 months will be agreed at the last SASA Council meeting each year.

- C7.1.5.2 SASA Council shall meet at venues to be arranged by the Company with the agreement of the President.
- C7.1.5.3 The Company, with the agreement of the President, may alter the date of any meeting or cancel the meeting should there be insufficient business to be transacted.
- C7.1.5.4 The business for Ordinary SASA Council Meetings shall include:
- a) President's Address
  - b) Apologies for Absence
  - c) Minutes of Previous Meeting
  - d) Actions from Previous Meeting
  - e) Report from the Company Board (which will include information on Administration, Finance and Technical Matters).
  - f) Business in Accordance with Paragraph C7.1.3. of the SASA Constitution
  - g) Correspondence
- C7.1.5.5 Business to be considered at an Ordinary SASA Council Meeting must be received by the Company not later than 14 days prior to the meeting and sent to SASA Council members not less than seven days prior to the meeting.
- C7.1.5.6 The Chair shall be the President or, in their absence, the Chair shall be taken by the longer serving Vice President, the newer Vice President in that order of preference. If the President and Vice Presidents are absent, the Chair shall be drawn from one of the District representatives as decided by the meeting.
- C7.1.5.7 Procedures for the conduct of business shall conform to Company Rules Section R16.
- C7.1.5.8 The Chief Executive and persons responsible for Administration, Finance and Technical Matters, all of the Company, shall normally be in attendance.
- C7.1.6 **Special SASA Council Meeting**
- C7.1.6.1 The Company shall give not less than seven days notice of a special meeting and specify the business.
- C7.1.6.2 The venue of Special SASA Council Meetings shall be arranged by the Company, and will be convened as follows:
- a) By decision of the President and Vice President.
  - b) By decision of two thirds of the SASA Council present and voting at a SASA Council Meeting.
  - c) By resolution adopted at an Annual General Meeting or any general meeting or the Association.
  - d) Within 14 days of receipt by the Company of a written requisition from at least two Districts stating the reason for such a meeting.
  - e) Within 14 days of receipt by the Company of a written requisition signed by the President or Secretary of six different Clubs, stating the reason for such meeting, accompanied by a fee as specified in Company Rule Section R3.4.1. The fee may be retained or returned at the discretion of SASA Council.
- C7.1.6.3 Business to be considered at a Special SASA Council Meeting will normally only be for the specific purpose that the meeting was called in accordance with paragraphs C7.1.6.1 and C7.1.6.2.
- C7.1.6.4 The Chair shall be determined as per paragraph C7.1.5.6.
- C7.1.6.5 Procedures for the conduct of business shall conform to Company Rules Section R16.
- C7.1.6.6 The Chief Executive and persons responsible for Administration, Finance and Technical Matters, all of the Company, shall normally be in attendance.
- C7.2 SASA President**
- C7.2.1 The SASA President shall be elected for a term of one year.
- C7.2.2 The SASA President is responsible for carrying out the annual review of The Chair of the Company Board.
- C7.2.3 The SASA President is responsible for ensuring that appropriate representative(s) of SASA Council are in attendance at all Company Board Meetings.
- C7.2.4 The SASA President is responsible for ensuring that an appropriate representative is in attendance at all National Championships/Meets organised by the Company.

**C7.3 SASA Vice President**

- C7.3.1 One SASA Vice President shall normally be elected each year for a term of two years, subject to re-appointment at the Scottish Swimming Annual General Meeting, and will normally be elected as the SASA President after the two year term.
- C7.3.2 The SASA Vice President shall be the Scottish Swimming representative to the Scottish Schools Swimming Association.
- C7.3.3 The SASA Vice Presidents will be nominated from a District annually in the following order North, Midlands, West, and East. If a District is unable to make a suitable nomination in their appointed year the nomination will be offered to the next District in the order and the rotation will then continue on from that point.

**C7.4 SASA Appointments Panels****C7.4.1 Chair of the Company Board Appointments Panel**

- C7.4.1.1 The Appointments Panel has the following membership
- a) President of the SASA.
  - b) One of the Vice Presidents of the SASA.
  - c) A representative of **sportscotland**.
- C7.4.1.2 The Chief Executive Officer acts as secretary to the Appointments Panel.

**C7.4.2 Company Board Members Appointments Panel**

- C7.4.2.1 The Appointments Panel has the following membership
- a) President of the SASA.
  - b) One of the Vice Presidents of the SASA.
  - c) Chair of the Company Board
- C7.4.2.2 The Chief Executive Officer acts as secretary to the Appointments Panel.
- C7.4.2.3 The Appointments Panel must ensure that not all members of the Company Board retire at the same time. Appointments shall be made from nomination and applications submitted, in accordance with Section C8.1, for a term of normally four years, subject to annual review.

**C7.4.3 Chief Executive Officer Appointments Panel**

- C7.4.3.1 The Appointments Panel has the following membership
- a) President of the SASA.
  - b) One of Vice Presidents of the SASA.
  - c) Chair of the Company Board
  - d) A member of the Company Board
  - e) A representative of **sportscotland**.

**C8.0 COMPANY BOARD****C8.1 Company Board Appointments**

- C8.1.1 The Company Board, whose membership shall be as per Company Articles, shall be appointed as per Section C7.4, following an open recruitment process.

**C8.2 Delegation****C8.2.1 Championships and Meets**

- C8.2.1.1 SASA shall delegate the right to organise Scottish Championships and Scottish Meets for Swimming, Masters Swimming, Diving, Water Polo, Synchronised Swimming and Open Water Swimming (collectively "competitions"). The right to organise competitions shall vest in the Company. The words Scottish and SASA may not be used in connection with any Swimming, Masters Swimming, Diving, Water Polo, Synchronised Swimming or Open Water Swimming Meet without the consent of the Company.
- C8.2.1.2 The Management of all Scottish Championships and Scottish Meets shall be in accordance with Company's Rules Section R4.

- C8.2.2 The right to deal with all disciplinary and regulatory matters with regard to aquatic sports has been delegated to and has been vested in the Company.

- C8.2.2.1 All Protests must be made to the Company in accordance with Company Rules Section R11.
- C8.2.2.2 All Complaints shall be made and dealt with in accordance with Company Rules Section R12.

- C8.2.2.3 The Company shall be the sole body entitled to impose such suspensions, fines or other sanctions in accordance with Company Rules Section R13.
- C8.2.2.4 The Company shall be the sole body entitled to hear appeals. An Appeal must be made in accordance with Company Rules Section R14.
- C8.2.3 SASA has delegated all financial matters to the Company in accordance with Company Rules Section R3.

**C9.0 DISTRICTS****C9.1 District Clubs**

- C9.1.1 The SASA shall be divided into four Districts, which shall be known as EAST, MIDLAND, NORTH and WEST.
- C9.1.2 Each SASA District shall be comprised of the Affiliated Clubs within the Scottish local government units as follows:
- C9.1.2.1 **East District** - City of Edinburgh, Midlothian, East Lothian, West Lothian, Fife and the Borders.
- C9.1.2.2 **Midland District** - Angus, City of Dundee, Perthshire and Kinross.
- C9.1.2.3 **North District** - Highland, Aberdeenshire, City of Aberdeen, Moray, Shetland Islands, Orkney Islands and the Western Isles.
- C9.1.2.4 **West District** - City of Glasgow, Renfrewshire, East Renfrewshire, Inverclyde, North Ayrshire, East Ayrshire, South Ayrshire, South Lanarkshire, North Lanarkshire, East Dunbartonshire, Dumbarton and Clydebank, Argyll and Bute, Dumfries and Galloway, Falkirk, Stirling, and Clackmannan.
- C9.1.3 Each SASA District (i.e. East, Midland, North and West) shall be represented on the SASA Council.

**C9.2 Annual General Meeting (AGM)**

- C9.2.1 Each District shall hold an Annual General Meeting (AGM) in December. The date, time, venue and quorum shall be in accordance with District Rules.
- C9.2.2 The Agenda sent to Affiliated Clubs and District Life Members shall include the Annual Report, nominations for office and other business to be transacted in accordance with District Rules.
- C9.2.3 Nominations for office, proposed alterations to District Rules and notices of motion must be in the hands of the District Secretary, in writing by 1 November.
- C9.2.4 Procedures for the conduct of business shall conform to Company Rules Section R16.

**C9.3 Delegates Meeting(s)**

- C9.3.1 Meetings will be held at least twice a year. The date, time, venue and quorum for each meeting shall be in accordance with District Rules.
- C9.3.2 Procedures for the conduct of business shall conform to Company Rules Section R16.

**C9.4 Special Meeting(s)**

- C9.4.1 A special meeting shall be called.
- a) At the request of the District Executive **or**
  - b) On the call of a majority voting at a general meeting **or**
  - c) Within 14 days of receipt of a written request signed on behalf of at least 25% of the registered clubs in the District. The request must state the reason for calling the meeting and be accompanied by a fee as specified in Company Rules Section R3.4.1. The fee may be retained or returned at the discretion of the District.
- C9.4.2 Procedures for the conduct of business shall conform to Company Rules Section R16.

**C9.5 Meeting Attendance**

- C9.5.1 District Life Members, Delegates from each Affiliated Club and ex-officio delegates, shall be entitled to attend, take part in the proceedings and vote.

- C9.5.2 The meeting shall have the right to exclude from all or part of the proceedings all but those mentioned in Section C9.5.1.
- C9.5.3 Each Affiliated Club shall be allowed three delegates who must be SASA Club Registered Members.
- C9.5.4 A competitor can be a delegate only for a club for which they compete.
- C9.5.5 A delegate cannot represent more than one club during the period of 1 January to 31 December in any one year.

**C9.6 District Office Bearers**

- C9.6.1 Each District shall have a President, Vice President, Secretary, Treasurer and Committees who shall be elected/appointed at the AGM in accordance with the Company Rules Section R16
- C9.6.2 Those elected/appointed shall hold office for one year and be eligible for re-election. In the event of vacancies arising during the year, the vacancy may be filled by election or appointment at a subsequent District meeting. Subject to Section C9.6.5 all individuals elected or appointed as President, Vice President, Secretary, Treasurer or Convenor of a Committee must be a delegate or a District Life Member at the time of election or appointment.
- C9.6.3 The President, Vice President, Secretary and Treasurer shall be ex-officio delegates at all meetings.
- C9.6.4 The Convenor of a District Committee cannot be removed from the list of delegates during the year except with the authority of the District.
- C9.6.5 Convenors of Committees may be appointed from outwith those eligible to attend an AGM in accordance with Section C9.5.1 if no nominations in accordance with Section C9.6.2 have been received. Such appointments shall be without delegate status and the appointee shall report only on the business of their Committee at District meetings.
- C9.6.6 Each District shall have a District Executive made up of such Office Bearers as District Rules shall specify but must in all cases include at least the President, Vice President, Secretary and Treasurer. The powers and duties of the District Executive shall be specified in District Rules.

**C9.7 Other District Appointments/Nominations**

- C9.7.1 A District may in accordance with the Company Rules Section R16 appoint at an AGM:
- Life Members
  - Patron
  - Any honorary office bearers deemed necessary (eg Honorary Legal Adviser)
  - Two Auditors/Examiners, who must not be office bearers covered by Section C9.6.1.
- C9.7.2 Those appointed need not be delegates.
- C9.7.3 A District will nominate two representatives, in accordance with Section C9.1.3, for the SASA Council at an AGM.
- C9.7.4 A District will nominate a SASA Vice President in accordance with the following criteria:-
- Nominations from Clubs and District Life Members shall be submitted to the appropriate District Secretary by 1 November. The District Executive may add other candidates and present the list of all candidates who satisfy the SASA Criteria to their District AGM for a candidate to be identified for notification to the Company by 15 December.
  - Nominations should satisfy the skills matrix for SASA President obtainable from the Company.

**C9.8 Committees**

- C9.8.1 Each District shall, as far as possible, have equivalent Committees to that of the Company but shall be permitted to have such additional Committees as deemed necessary for the management of the District.

- C9.8.2 Members other than co-opted members shall be elected / appointed at the District Annual General Meeting.
- C9.8.3 The President, Vice President, Secretary and Treasurer shall be ex-officio members of all Committees.
- C9.8.4 The frequency of meetings, order of business and standing orders shall be in accordance with District Rules.
- C9.8.5 Standing Orders shall, as appropriate, be in accordance with those set out in the Company Rules Section R16.

**C9.9 District Championships**

- C9.9.1 District Championships (equivalent programme to Scottish Championships) shall be held as far as possible in each discipline.

**C10 CLUBS**

**C10.1 Affiliation**

- C10.1.1 Clubs applying for affiliation must do so, to the appropriate District Secretary on a form available from the Company Office enclosing their Governance Documentation and appropriate District affiliation fee. A Club's governance documentation must be based on the "Model" and guidance available from the Company. (Two "Model" documents are available, one for clubs that do not have limited company status and one for those that have or are considering making the change.)
- C10.1.2 Districts shall have the power to accept or reject any application, subject only to appeal made in accordance with Company Rules Section R14.

**C10.2 Constitution/Bye-Laws**

- C10.2.1 The Constitution/Bye-Laws of a Club must not conflict with the SASA Constitution, the Company Articles, the Company Rules, the Company Regulations or District Governance Documentation. In the event of such conflict the SASA Constitution, the Company Articles, the Company Rules, the Company Regulations or District Governance Documentation in that order shall prevail over that of the Club.
- C10.2.2 Affiliated Clubs must ensure that a copy of their Constitution/Bye- Laws is forwarded to the appropriate District Secretary following the adoption of change(s).
- C10.2.3 A Club Constitution/Bye-Laws must include all mandatory sections/paragraphs, identified in the Club "Model" documents, referenced in Section C10.1.1.

**C10.3 Donations**

- C10.3.1 Clubs may accept donations to funds for services given by their members at Meets/Galas, but the members concerned shall receive expenses only.

**C10.4 Membership**

- C10.4.1 See Company Rules Section R5.

**C10.5 Eligibility**

- C10.5.1 See Company Rules Section R4.5.

**C11.0 AWARDS**

**C11.1 Presentation and Nominations**

- C11.1.1 The following Awards will be made annually at the Scottish Swimming Annual General Meeting or any other time decreed suitable by the Company.
- C11.1.2 The person or body making a nomination is required to ensure that the nomination details remain confidential and are not divulged to third parties, including the nominee prior to nominations being considered by the SASA Council or Company, as appropriate.
- C11.1.3 The decision on which nominees are to receive awards is final and no correspondence will be entered into before or after the SASA Council or Company, as appropriate, have made their decision.

C11.1.4 Nominations for all awards must be made to the Company by the 15 November for submission to the SASA Council or Company Board, as appropriate.

**C11.2 SASA Life Membership**

C11.2.1 The SASA Council will consider nominations and decide who will receive SASA Life Membership.

C11.2.2 SASA Life Membership shall be awarded to each retiring President and to persons who have given outstanding service, over many years, in support of the Association.

C11.2.3 Nominations may be made by Clubs, Districts or SASA Life Members. Nominations should contain full details of the nominee's service to the SASA and their swimming career if appropriate.

**C11.3 National and District Awards**

C11.3.1 The SASA Council will consider nominations and decide who will receive the National and District awards.

**C11.3.2 J Y Coutts Awards**

C11.3.2.1 The John Y Coutts Memorial Award shall be presented to persons who have given outstanding services to the SASA.

C11.3.2.2 Selection procedure shall be as per Section C11.2.3.

**C11.3.3 Nancy Riach Memorial Medal**

C11.3.3.1 The Nancy Riach Memorial Medal shall be awarded to the person who has done the most to enhance or uphold the prestige of Scottish Swimming in any of its disciplines during the year.

C11.3.3.2 SASA Council Members, Company Board Members and Company National Committees may make nomination(s).

**C11.3.4 W G Todd Prize and Cup**

C11.3.4.1 The W G Todd Prize and Cup shall be awarded to the boy or girl Junior Athlete of the Year.

C11.3.4.2 Selection procedure shall be as per Section C11.3.3.2

**C11.3.5 John Gunning Awards**

C11.3.5.1 The John Gunning quaiachs and token awards for retention, shall be presented annually to a volunteer from each District who has made a consistent and continuous contribution at Club and/or District level in the last year.

C11.3.5.2 Nominations shall be submitted to the appropriate District secretary by the 1 November. Nominees must reside in Scotland and have contributed at any level from grass roots through to elite. Nominations shall include an account of the achievements of the nominee during the year. The District Executive may add other candidates and will make the final selection of the recipient. Each District will nominate a recipient for their own District.

**C11.4 Discipline Awards**

C11.4.1 The Company Board will consider the proposed recipients of the Discipline awards.

**C11.4.2 Water Polo Player of the Year (Speedo Trophy)**

C11.4.2.1 The Water Polo Player of the Year Trophy shall be awarded to the player who has done most to enhance or uphold the prestige of Scottish Water Polo during the year.

C11.4.2.2 Nominations shall be submitted to the Water Polo Chair by 1 November. Each nomination shall include an account of the achievements of the nominee during the year. The National Water Polo Committee may add other candidates and will make the final selection of the recipient.

**C11.4.3 Junior Water Polo Player of the Year**

C11.4.3.1 The Junior Water Polo Player of the Year Trophy shall be awarded to the Junior player who has done most to enhance or uphold the prestige of Scottish Water Polo during the year.

C11.4.3.2 Selection procedure shall be as per Section C11.4.2.2

**C11.4.4 John and Margaret Bell Award (John and Margaret Bell Memorial Award)**

C11.4.4.1 The John and Margaret Bell Award shall be presented to the person who has done most to enhance or uphold the prestige of Scottish Diving during the year.

C11.4.4.2 Nominations shall be submitted to the Diving Chair by 1 November. Each nomination shall include an account of the achievements of the nominee during the year. The National Diving Committee may add other candidates and will make the final selection of the recipient.

**C11.4.5 Denis Sullivan Memorial Trophy**

C11.4.5.1 The Dennis Sullivan Memorial Trophy shall be awarded to the swimmer who has done most to enhance or uphold the prestige of Scottish Open Water Swimming during the year.

C11.4.5.2 Nominations shall be submitted to the Open Water Swimming Chair by the 1 November. Each nomination shall include an account of the achievements of the nominee during the year. The National Open Water Swimming Committee of the Company may add other candidates and will make the final selection of the recipient.

**C11.4.6 The Eian Prentice Memorial Junior Award**

C11.4.6.1 The Eian Prentice Memorial Junior Award shall be presented annually to the junior swimmer who has done most to enhance or uphold the prestige of Scottish Open Water Swimming during the past year.

C11.4.6.2 Selection procedure shall be as per Section C11.4.5.2.

**C11.4.7 The Synchro Swimmer of the Year Trophy**

C11.4.7.1 The Synchronised Swimmer of the year trophy shall be presented to a synchronised swimmer who fulfils any or all of the following.

- a) Has done most to enhance or uphold the prestige of Scottish Synchronised Swimming in the previous year.
- b) A synchronised swimmer who has put achievement and improvement into the sport over the year.
- c) A synchronised swimmer who has participated in the previous years Scottish Nationals and/or Age Group Championships within the competitive strand.
- d) A synchronised swimmer who has competed for their Club or Country at a National and/or International Event(s).

C11.4.7.2 Nominations shall be submitted to the Synchronised Swimming Committee Chair by the 1 November. Each nomination shall include an account of the achievements of the nominee during the year. The National Synchronised Swimming Committee may add other candidates and will make the final selection of the recipient.

**C11.5 Achievement and Commendation Awards**

C11.5.1 The Company Board will consider all recommendations for Achievement and Commendation awards.

C11.5.2 Achievement and/or Commendation awards can be awarded to members of Scottish Swimming who have performed an Outstanding Sporting Achievement relevant to the Aquatic Disciplines.

C11.5.3 Nominations shall be submitted to Company Board by the SASA Council, the Company, SASA Districts, Discipline Committees or Clubs at any time. Each nomination shall include an account of the achievement of the nominee. The Company will make the final decision on recipients and the format of the award.

**c12.0 FINANCES**

C12.1 The Financial Year of SASA shall end on 31 October each year.

C12.2 Refer to Company Rules Section R3 for details on finances.



**No. 246445**

**THE COMPANIES ACT 2006**

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

**ARTICLES OF ASSOCIATION**

**of**

**THE SCOTTISH AMATEUR SWIMMING ASSOCIATION LIMITED**

**Adopted by Special Resolution on [27 February 2010]**

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

**SCOTTISH AMATEUR SWIMMING ASSOCIATION  
COMPANY ARTICLES  
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**PART 1 INTERPRETATION****A1.1 Defined Terms**

In the articles, unless the context requires otherwise:-

“**Articles**” means the Company’s Articles of Association;

“**bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than England and Wales and Northern Ireland which have an effect similar to that of bankruptcy;

“**Board Director**” means a Director of the Company Board, nominated and appointed by the Member in accordance with the Constitution;

“**Chair**” has the meaning given in article A2.3.2

“**chair of the meeting**” has the meaning given in article A2.3.2

“**Clubs**” means the clubs affiliated to the SASA;

“**Code of Practice**” means a document defining policy in respect of a specific subject;

“**Committees**” means the Discipline and Technical Committees of the Company which are appointed in accordance with these articles;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

“**Company Rules**” means the rules of the Company from time to time, approved by the Member, and adopted by the Company;

“**Constitution**” means the Constitution of the Member.

“**District**” means the four Districts into which the SASA is divided, namely East, Midlands, North and West;

“**document**” includes, unless otherwise specified, any document sent or supplied in electronic form;

“**electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

“**FINA**” means the Federation Internationale de Natation Amateur;

“**Honorary Legal Advisor**” means the legal advisor of Scottish Swimming as appointed by the Member;

“**LEN**” means the Ligue Europeenne de Natation;

“**majority decision**” has the meaning given in article A3.2.3.

“**Member**” has the meaning given in section 112 of the Companies Act 2006;

“**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;

“**ordinary resolution**” has the meaning given in section 282 of the Companies Act 2006

“**Regulations**” means regulations approved by the Company Board in accordance with these Articles;

“**SASA**” means the Scottish Amateur Swimming Association;

“**SASA Council**” means the Council of the Member.

“**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;

“**special resolution**” has the meaning given in section 283 of the Companies Act 2006;

“**subsidiary**” has the meaning given in section 1159 of the Companies Act 2006;

“**Swim Schools**” means swim schools affiliated to the SASA;

“**transmittee**” means a person entitled to a share by reason of the death or bankruptcy of the share’s holder or otherwise by operation of law;

“**unanimous decision**” has the meaning given in article A3.2.2;

“**United Kingdom**” means Great Britain and Northern Ireland.

“**writing**” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

**A1.2 Company Objects**

A1.2.1 Refer to Company Articles, Appendix A, Clause 3.

**PART 2 COMPANY BOARD****A2.1 Appointments**

A2.1.1 The Company Board shall consist of:-

- i) Non-Executive Board Directors
  - a) Chair
  - b) Six other Board Directors
  - c) SASA President
  - d) One of the Vice Presidents of the SASA
- ii) Executive Board Directors
  - e) Chief Executive Officer

A2.1.2 The Company Board Chair and the six other Board Directors (as in A2.1.1(i) a & b) shall be appointed as per SASA Constitution Section C7.4, following an open recruitment process. Candidates for these appointments may be nominated by SASA Clubs, Swim Schools or Districts.

A2.1.3 Arrangements for and conduct of business at the Company Board meetings shall be in accordance with Company Rules Section R16.

A2.1.4 The normal term of office for a non executive member of the Company Board is four years. A member may only be appointed for three consecutive terms in any one capacity and a maximum of four consecutive terms in all capacities, subject to re-appointment after each term as per A2.2.1. A member, who has to retire from the Company Board for this reason may apply for a vacancy on the Company Board after an absence of two years from the Board.

**A2.2 Meetings**

A2.2.1 The Company Board shall meet at least six times a year at venues to be arranged by the Company with the agreement of the Chair.

A2.2.2 The Company shall give not less than seven days notice of a Company Board Meeting and specify the business.

A2.2.3 The Company, with the agreement of the Chair, may alter the date of any meeting or cancel the meeting should there be insufficient business to be transacted.

A2.2.4 Notice of any Board Directors' meeting must indicate:-

- a) it's proposed date, time and subject matter;
- b) where it is to take place; and
- c) if it is anticipated that Board Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

A2.2.5 Notice of Board Directors' meeting:-

- a) need not be given in writing, but
- b) must be communicated to each Board Director and other attendees.

A2.2.6 In fixing the date and time of any Board Directors' meeting, the Board Director calling it must try to ensure, subject to the urgency of any matter to be decided by the Board Directors, that as many Board Directors as practicable are likely to be available to participate in it.

A2.2.7 Notice of a Board Directors' meeting need not be given to Board Directors who waive their entitlement to notice, prospectively or retrospectively.

A2.2.8 Board Directors are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Company with the information necessary to ensure that they receive the notice before the meeting takes place.

A2.2.9 Company staff shall attend as and when required.

**A2.3 Business**

- A2.3.1 The business for a Company Board Meeting shall include:
- a) Apologies for Absence
  - b) Minutes of Previous Meeting
  - c) Actions from Previous Meeting
  - d) Correspondence
  - e) Chief Executive's Report
  - f) Finance Report
  - g) Administration Report
  - h) Technical Matters Report
  - i) SASA Business Update
  - j) Board Director(s) Reports
  - k) British Swimming Report
  - l) Regulations, Reports from Committees
  - m) Any Other Competent Business
- A2.3.2 The Chair shall be the Chair of the Company Board, or in their absence, those present shall agree who shall chair the meeting. The person chairing the meeting in accordance with this article is referred to as the chair of the meeting.
- A2.3.3 The quorum shall be five.
- A2.3.4 Procedures adopted for the conduct of business at meetings of the Company Board shall be in accordance with Section A3.2 and Company Rules Section R16.0.

**PART 3 BOARD DIRECTORS****A3.1 Board Directors' Powers and Responsibilities****A3.1.1 Board Directors' General Authority**

- A3.1.1.1 Subject to the articles, the Board Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. Board Directors shall also be required to act in accordance with the General Duties Section of the Act and any subsequent modification.
- A3.1.1.2 Without prejudice to the generality of Article A3.1.1.1 the Board Directors shall:-
- a) Be responsible for the day to day management of the affairs of the SASA.
  - b) Review the reports on income and expenditure of Committees.
  - c) Approve, reject or amend any recommendations from Committees.
  - d) Approve or otherwise Regulations as drafted by Committees.
  - e) Appoint and arrange supervision of the staff of the Company.
  - f) Arrange 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.
  - g) Fill any vacancy occurring in the office and appoint any sub committee(s).
  - h) Make alternative arrangements, where a Company Committee is not operating in accordance with the Company Articles and Rules.
  - i) Make appropriate arrangements for handling all applications for records.
  - j) Appoint National Enquiry and Arbitration Panels.
  - k) Consider and approve, for issue, Codes of Practice
  - l) Nominate candidates for British Swimming appointments.
- A3.1.1.3 Notwithstanding any other provisions in these Articles all matters relating to proceedings of the Board Directors shall be in accordance with the Company Rules.

**A3.1.2 Board Directors' Powers of Delegation**

- A3.1.2.1 Subject to the articles, the Board Directors may delegate any of the powers which are conferred on them under the articles:-
- a) to such persons;
  - b) by such means (including by power of attorney);
  - c) to such an extent;
  - d) in relation to such matters or territories; and
  - e) on such conditions or subject to such restrictions as they think fit.

A3.1.2.2 If the Board Directors so specify, any such delegation may authorise further delegation of the Board Directors' powers by any person to whom they are delegated.

A3.1.2.3 The Board Directors may revoke any delegation in whole or part, or alter its terms.

### **A3.1.3 Committees**

#### **A3.1.3.1 General**

A3.1.3.1.1 Committees to which the Board Directors delegate any of the powers must follow procedures which are based as closely as possible on those provisions of the articles which govern the taking of decisions by Board Directors.

A3.1.3.1.2 The Board Directors may make rules of procedure for committees, which prevail over rules derived from the articles if they are not consistent with them.

#### **A3.1.3.2 Meetings**

A3.1.3.2.1 Committees shall meet at least twice per year at venues, dates and times agreed by the majority of members of the Committee.

A3.1.3.2.2 Confirmation of venue, date and time of each meeting, along with a business agenda shall be sent out not less than seven days prior to each meeting, normally by the Company.

A3.1.3.2.3 A Special Meeting of a Committee shall be called when requested by the Company Board. The venue, date and time of the meeting shall be agreed by the majority of the members of the Committee.

A3.1.3.2.4 Each Committee shall provide a list of meeting dates for the following calendar year to the Company by the 31 October each year.

A3.1.3.2.5 The Chair of the meeting shall be the Committee Chair. In the absence of the Committee Chair the Chair shall be one of the District/Club representatives of the SASA as decided by the meeting.

A3.1.3.2.6 Standing Orders shall, as appropriate, be in accordance with those set out in the Company Rules Section R16.

A3.1.3.2.7 All members, including co-opted members, shall be entitled to vote.

#### **A3.1.3.3 Order of Business**

A3.1.3.3.1 The business of Committee meetings shall include:

- a) Minutes of Previous Meeting
- b) Actions from Previous Meetings
- c) Finance
- d) Forward Programme
- e) Any Other Competent Business

A3.1.3.3.2 The business agenda for each meeting will be agreed by the Committee Chair prior to issue.

#### **A3.1.3.4 Appointments**

A3.1.3.4.1 The appointment process for members of National Discipline/Technical Committees shall be as follows:-

- a) Each committee shall nominate the Chair, who can, but need not be, a nominated / appointed member of the committee, to the Company Board for appointment for a two year term, reviewed annually.
- b) Clubs and/or Districts shall nominate their representatives, to the Company Board for appointment annually as per SASA Constitution Section C5.14(a).
- c) Any person holding office, as any of the following, shall not be eligible to be appointed as a Chair of a National Committee:
  - 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 Board Director of the Company
- d) The Chair of each committee shall be responsible for recruiting through open procedures, against an appropriate role description, persons to fulfil those positions which are not appointed by clubs, districts or other groups, e.g. club representative and district representatives. Elected members of the committee are eligible to be appointed to such positions but are not entitled to additional voting rights.

**A3.1.3.5 Core Roles**

A3.1.3.5.1 National Discipline / Technical Committees shall have the following core roles:-

	<b>Discipline</b>	<b>Technical</b>
• Planning and implementing national events.	*	
• Selecting national squads and national squad training, as appropriate.	*	
• Calendar planning of events.	*	
• Producing and monitoring the implementing of a development plan.	*	*
• Producing and monitoring, in line with the development plan, an annual budget	*	*
• Maintaining regulations	*	*
• Communication	*	*
• Support Discipline Committees as required		*

**A3.1.3.6 Responsibilities**

A3.1.3.6.1 National Discipline / Technical Committees shall have the following responsibilities in addition to those detailed in their Regulations:-

- a) Review annually and bring forward for the approval of Company Board amendments to the regulations, for which they have responsibility, or confirm no change is required by 15 November each year, before promulgation of the regulations to the membership.
- b) Submit an Annual Report to the Company by 15 November each year.
- c) Submit their nomination for Chair for the following year, to the Company, by 15 November each year.
- d) Submit to the Company reports as requested by the Company Board.
- e) Submit a proposed budget for their forward programme to the Company Board and be accountable and responsible for the implementation of the agreed programme.

**A3.1.3.7 National Discipline Committees**

National Discipline Committees shall be structured, depending on the number of clubs participating in the discipline, as follows:-

A3.1.3.7.1 Diving, Synchronised Swimming and Water Polo Committees

- a) Chair (responsible for sharing information with Districts)
- b) One representative from each club responsible for encouraging:
  - Club development
  - Coach education
  - Volunteer Training.
- c) Event Co-ordinator or Domestic Co-ordinator responsible for
  - Competition programme
  - Calendar Planning
  - Health and Safety relating to events.
- d) Technical Officials Co-ordinator or Director of Technical Officials responsible for
  - Technical officials training
  - Technical officials deployment
- e) Co-opted Members, if necessary, subject to approval of the Company Board.

A3.1.3.7.2 Swimming Committee

- a) Chair
- b) One representative from each District.
- c) Scottish Swimming Performance Director.
- d) National Championships/Events Convenor
- e) Technical Officials representative (who should be a member of the Swimming Technical Officials Committee)
- f) Coach Representative
- g) Co-opted Members, if necessary, subject to approval of the Company Board.

- A3.1.3.7.3 Masters Swimming Committee
- a) Chair
  - b) One representative from each District.
  - c) Events co-ordinator.
  - d) Technical Officials Representative.
  - e) Co-opted Members, if necessary, subject to approval of the Company Board.

- A3.1.3.7.4 Open Water Committee
- a) Chair
  - b) One representative from each District.
  - c) Open Water Squad/Team Manager.
  - d) Events Co-ordinator.
  - e) Technical Officials Co-ordinator.
  - f) Health and Safety Co-ordinator.
  - g) Co-opted Members, if necessary, subject to approval of the Company Board.

- A3.1.3.7.5 Responsibilities for Swimming, Open Water Swimming and Masters Swimming committee positions other than the District representatives shall be defined by the Chair.

### **A3.1.3.8 National Technical Committees**

National Technical Committees shall be structured as follows:-

- A3.1.3.8.1 Swimming Technical Officials Committee
- a) Chair
  - b) One representative from each District
  - c) Two persons elected at an annual STO meeting
  - d) Co-opted Members, if necessary, subject to approval of the Company Board.
- All members shall be certificated registered referees.

- A3.1.3.8.2 Coaches Technical Panel
- a) Chair
  - b) Four coaches reflecting geographical spread of programmes around the country
  - c) Two additional coaches to balance the group
  - d) Performance Director
  - e) National Coach
  - f) One Scottish Swimming Programme Manager
  - g) **sportscotland** representative

## **A3.2 Decision-Making by Board Directors**

### **A3.2.1 Board Directors to Take Decisions Collectively**

- A3.2.1.1 The general rule about decision-making by Board Directors is that any decision of the Board Directors must be either a unanimous decision or a majority decision.
- A3.2.1.2 Subject to the articles, the Board Directors –
- a) may take either a unanimous decision or a majority decision on any matter, and
  - b) may, but need not, take any decision at a Board Directors' meeting

### **A3.2.2 Unanimous Decisions**

- A3.2.2.1 The Board Directors take a unanimous decision when they all indicate to each other that they share a common view on a matter.
- A3.2.2.2 A unanimous decision:-
- a) may be taken without any discussion between Board Directors, and
  - b) may, but need not, take the form of a resolution in writing, copies of which have been signed by each Board Director

### **A3.2.3 Majority Decisions Without Board Directors' Meeting**

- A3.2.3.1 This article applies where a majority decision is not taken in a Board Directors' meeting.
- A3.2.3.2 The Board Directors take a majority decision if:-
- a) a Board Director has become aware of a matter on which the Board Directors need to take a decision;
  - b) that Board Director has made the other Board Directors aware of the matter and the decision;



- c) the Board Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
- d) a majority of those Board Directors vote in favour of a particular decision on that matter.

- A3.2.3.3 But if a Board Director is aware that consultation with another Board Director will make it impossible to take a particular decision as soon as the Company's business requires, that Board Director:-
- a) may decide not to communicate with that other Board Director in relation to that decision before it is taken, but
  - b) must communicate the decision not to communicate to all the other Board Directors as soon as is practicable, explaining the reasons for it.

- A3.2.3.4 And if a Board Director states that he does not wish to discuss or vote on a particular matter, the Board Directors may choose not to communicate with that Board Director in relation to decisions to be taken on that matter.

- A3.2.3.5 Board Directors participating in the taking of a majority decision otherwise than at a Board Directors' meeting:-
- a) may be in different places, and may participate at different time, and
  - b) may communicate with each other by any means

### **A3.2.4 Calling a Board Directors' Meeting**

- A3.2.4.1 Meetings shall be arranged in accordance with Section A2.2.

### **A3.2.5 Quorum for Majority Decisions**

- A3.2.5.1 No majority decision (other than a decision to call a Board Directors' meeting) shall be taken by the Board Directors unless a quorum participates in the decision-making process.
- A3.2.5.2 The quorum for Board Directors' decision-making shall be in accordance with Section A2.3.3.
- A3.2.5.3 If the total number of Board Directors for the time being is less than the quorum required for Board Directors' majority decision-making, the Board Directors must not take any majority decision, but request the Member to appoint further Board Director(s) in accordance with the Member's Constitution.

### **A3.2.6 Chairing the Majority Decision Making Processes**

- A3.2.6.1 The Chair of the Company is appointed in accordance with the Member's Constitution.
- A3.2.6.2 If the Chair is not participating in a Board Directors' meeting within ten minutes of the time at which it was to start, the participating Board Directors must appoint one of themselves to chair it. The person chairing the meeting in accordance with this article is referred to as the "chair of the meeting."

### **A3.2.7 Casting Vote**

- A3.2.7.1 A casting vote shall only be applied in accordance with Company Rule Section R16.3.3.
- A3.2.7.2 But a casting vote rule shall not apply if the views of the specified Board Director are to be disregarded as a result of an actual or potential conflict of interest.

### **A3.2.8 Conflicts of Interest**

- A3.2.8.1 If a proposed decision of the Board Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Board Director has a direct or indirect interest, that Board Director is not to be counted as participating in the decision-making process for voting or quorum purposes.
- A3.2.8.2 But if paragraph A3.2.8.3 below applies, a Board Director who is interested in an actual or proposed transaction or arrangement with the Company:-
- a) is to be counted as participating in the decision-making process, and
  - b) is entitled to vote on a proposal relating to it.

- A3.2.8.3 This paragraph applies when:-
- a) the Company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a Board Director from being counted as participating in, or voting at, a Board Directors' meeting;
  - b) the Board Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - c) the Board Director's conflict of interest arises from a permitted cause.
- A3.2.8.4 For the purposes of this article, the following are permitted causes:-
- a) a guarantee given, or to be given, by or to a Board Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
  - b) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-write, or guarantee subscription for any such securities; and
  - c) a contract about benefits for employees and Board Directors or former employees and Board Directors of the Company or any of its subsidiaries which does not provide special benefits for Board Directors or former Board Directors.
- A3.2.8.5 For the purposes of this article, references to proposed decisions and decision-making processes include any Board Directors' meeting or part of a Board Directors' meeting.
- A3.2.8.6 If a question arises at a meeting of Board Directors or of a committee as to the right of a Board Director to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting whose ruling in relation to any Board Director other than the Chair is to be final and conclusive.
- A3.2.9 Records of Decisions to be Kept**
- A3.2.9.1 The Board Directors must ensure that the Company keeps a record, in writing, of every unanimous or majority decision taken by the Board Directors for at least ten years from the date of the decision recorded in it.

### A3.3 Appointment of Board Directors

#### A3.3.1 Methods of Appointing Board Directors

- A3.3.1.1 Any person who is willing to act as a Board Director, and is permitted by law to do so, may be appointed to be a Board Director in accordance with the Member's Constitution.

#### A3.3.2 Termination of Board Director's Appointment

- A3.3.2.1 A person ceases to be a Board Director as soon as
- a) that person ceases to be or is prohibited from being a Board Director by law;
  - b) a bankruptcy order is made against that person;
  - c) a composition is made with that person's creditors generally in satisfaction of that person's debt (whether by means of an individual voluntary arrangement or otherwise);
  - d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Board Director and may remain so for more than three months;
  - e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would normally have;
  - f) a notification to the Company that that person is resigning or retiring from office as a Board Director takes effect in accordance with its terms;
  - g) that person receives notice signed by all the other Board Directors stating that that person should cease to be a Board Director.

#### A3.3.3 Board Directors' Remuneration

- A3.3.3.1 Board Directors may undertake any services for the Company that the Board Directors decide.
- A3.3.3.2 Board Directors are entitled to such remuneration as the Member determines –
- a) for their services to the Company as Board Directors, and
  - b) for any other service which they undertake for the Company.
- A3.3.3.3 Subject to the articles, a Board Director's remuneration may –
- a) take any form, and

- b) include any arrangements in connection with the payment of an allowance or gratuity, in respect of that Board Director.

A3.3.3.4 Unless the Board Directors decide otherwise, Board Directors' remuneration accrues from day to day.

A3.3.3.5 Unless the Board Directors decide otherwise, Board Directors are not accountable to the Company for any remuneration which they receive as Board Directors of the Company's subsidiaries.

#### **A3.3.4 Board Directors' Expenses**

A3.3.4.1 The Company must pay reasonable expenses which the Board Directors properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

### **PART 4 MEMBERS**

#### **A4.1 Becoming and Ceasing to be a Member**

A4.1.1 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.

#### **A4.2 Member's Reserve Power**

A4.2.1 The Member may, by special resolution, direct the Board Directors to take, or refrain from taking, specified action.

A4.2.2 No such special resolution invalidates anything which the Board Directors have already done.

### **PART 5 ADMINISTRATIVE ARRANGEMENTS**

#### **A5.1 Organisation of General Meetings**

A5.1.1 The Company shall not hold General or Extraordinary General Meetings, but will report to and participate in the General and Extraordinary General Meetings of the Member.

A5.1.2 Changes to the Company Articles may only be made as defined in the SASA Constitution Section C4.1.2.

A5.1.3 Changes to the Company Rules may only be made as defined in the SASA Constitution Section C4.1.3.

#### **A5.2 Means of Communication to be Used**

A5.2.1 Subject to the articles –

- a) anything sent or supplied by or to the Company under the articles may be sent or supplied in any way which the Companies Act 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of the Companies Acts, and
- b) any notice or document to be sent or supplied to a Board Director in connection with the taking of decisions by Board Directors may also be sent or supplied by the means by which that Board Director has asked to be sent or supplied with notices or documents for the time being.

A5.2.2 A Board Director may agree with the Company that notices or documents sent to a Board Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

#### **A5.3 Addresses and Other Contact Details**

A5.3.1 Anything sent to a member under the articles may be sent to that member's address in the register of members, unless –

- a) the member and the Company have agreed that another means of communication is to be used, and
- b) the member has supplied the Company with the information it needs in order to be able to use that other means of communication.

A5.3.2

Any notice or document sent to a Board Director may be sent to that Board Director's address as registered in the register of Board Directors, unless –

- a) the Board Director and the Company have agreed that another means of communication is to be used, and –
- b) the Board Director has supplied the Company with the information with the information it needs in order to be able to use that other means of communication.

A5.4

**No right to Inspect Accounts and Other Records**

A5.4.1

Except as provided by law or a person nominated by the Member, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

A5.5

**Provision for Employees on Cessation of Business**

A5.5.1

The Board Directors may decide to make provision for the benefit of person employed or formerly employed by the Company or any of its subsidiaries (other than a Board Director or former Board Director or shadow Board Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

A5.6

**Indemnity**

A5.6.1

Subject to the provisions of the Act but without prejudice to any indemnity which may otherwise be available, every Board 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:-

- a) all charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto; and
- b) any liability incurred by him in:-
  - i) defending any proceedings, whether civil or criminal, in which judgement is not given against him; or
  - ii) 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.

A5.6.2

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.

**PART 6 APPENDIX**

A6.1

The appendix annexed as relative hereto is hereby included in these Articles of Association.

**The Memorandum of Association of the Scottish Amateur Swimming Association Limited  
A private company limited by guarantee and not having a share capital - Incorporated on [1 May 2003]**

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**CLAUSE 1**

1 Not Used

**CLAUSE 2**

2 The Company's Registered Office is to be situated in Scotland.

**CLAUSE 3**

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 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.



**CLAUSE 4**

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.

**CLAUSE 5**

5 Not used.

**CLAUSE 6**

6 The Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Company contracted before ceasing 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.

**CLAUSE 7**

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**  
**COMPANY RULES**  
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**R1.0 COMPANY BOARD****R1.1 Meetings**

R1.1.1 Arrangements for Company Board meetings will be in accordance with Company Articles.

**R1.2 Publications**

R1.2.1 The Company Board shall arrange for the publication of:

- a) An Annual Guide and Information Booklet or an alternative publication.
- b) Amendments to the SASA Constitution, the Company Articles, the Company Rules, the Company Regulations and the Company's Codes of Practice,
- c) Other information as deemed necessary

**R2.0 NATIONAL COMMITTEES**

R2.1 Arrangements for National Committees will be in accordance with Company Articles.

**R3.0 FINANCE****R3.1 Finance General**

R3.1.1 The Financial Year of Scottish Swimming shall end on 31 October each year.

R3.1.2 SASA members as defined in the SASA Constitution Section C3 shall be required to pay fees in accordance with Section R3.3. The SASA hereby elects that all fees payable to it should be paid to the Company. Cheques being paid to "SASA Ltd".

R3.1.3 The Company shall present an Annual Report accompanied by Auditor's/Examiner's Certificate to the Scottish Swimming Annual General Meeting.

R3.1.4 SASA District financial reports for the year, certified by auditors / examiners, shall be submitted to the Company not later than 15 December each year.

R3.1.5 All claims for expenses shall be made on the official forms in accordance with Section R3.7 and shall be submitted to the Company.

R3.1.6 Clubs may accept donations to funds for exhibition, sponsorship etc. given by their members at galas but the members concerned shall receive expenses only in accordance with Section R3.7.

R3.1.7 When the Company deem it appropriate, they shall undertake an examination of the books of any SASA District or Member Club and require copies of any financial report, duly certified by Auditors / Examiners.

**R3.2 Receipts and Payments**

R3.2.1 All incoming receipts must be paid to the Company.

R3.2.2 All outgoing payments will be made by Bank Automated Clearance System (BACS) or Company cheque, signed by the authorised person(s) unless an alternative payment method is authorised in writing by the Chief Executive of the Company.

**R3.3 Membership Fees**

R3.3.1 Membership and affiliation fees, which shall be decided annually at the Scottish Swimming Annual General Meeting, except for Associate Member fees which will be decided by the Company Board on a case by case basis, and published in the Annual Information Guide or an alternative publication as decided by the Company, are payable to the Company.

R3.3.2 Where a member chooses to register in more than one sub group, the fee payable will be that for the sub group having the highest fee.

**From 26 February 2011 the following will apply**

R3.3.2 Members can only register in one category and pay the appropriate fee as per SASA Constitution C3.3.3.

The membership year runs from 1 March until the last day of February inclusive.  
A person seeking to become a SASA registered Member of an Affiliated Club in the categories defined in the SASA Constitution Section C3.3.3(a), (b), (c) or (g) part way through the membership year shall be required to pay a fee in accordance with the following criteria:

Registering during March to August inclusive	100% of annual fee.
Registering during September to December inclusive	50% of annual fee.
Registering during January to February inclusive	25% of annual fee.

**From 26 February 2011 the following will apply**

R3.3.3 The membership year runs from 1 March until the last day of February inclusive.  
A person seeking to become a SASA registered Member of an Affiliated Club in the Swimmer category as defined in the SASA Constitution Section C3.3.3(a) part way through the membership year shall be required to pay a fee in accordance with the following criteria:

Registering during March to August inclusive	100% of annual fee.
Registering during September to December inclusive	50% of annual fee.
Registering during January to February inclusive	25% of annual fee.

**R3.4 Other Fees**

R3.4.1 The following fees shall be agreed at each Scottish Swimming Annual General Meeting and shall be published in the Annual Guide and Information Booklet or an alternative publication as decided by the Company. The fees shall be collected by the Company.

- a) Protests
- b) Complaints
- c) Appeals
- d) Special SASA Council Meeting
- e) Special District Meetings
- f) Composite Teams
- g) Meet Licence Applications

R3.4.2 All fees other than those specified in Section R3.4.1 shall be recommended by the appropriate National Committee, approved by the Company Board, in January each year and shall be published in the Annual Guide and Information Booklet or an alternative publication as decided by the Company.

**R3.5 Levies**

R3.5.1 Affiliated Clubs and Affiliated Swim Schools may be charged a levy agreed at a Scottish Swimming Annual General Meeting or a SASA Extraordinary General Meeting by at least a two-third majority of those present and voting.

**R3.6 Fines**

R3.6.1 All fines except those imposed by the National Enquiry Panel and/or the National Arbitration Panel in accordance with Section R13.6.2 shall be recommended by the appropriate National Committee, approved by the Company Board in January each year and shall be published in the Annual Guide and Information Booklet or an alternative publication as decided by the Company.

**R3.7 Expenses**

R3.7.1 All claims for expenses shall be made to the Company on official forms, accompanied by appropriate receipts showing supplier's VAT registration number where appropriate.

R3.7.2 The Company Finance Manager shall have power to pay such expenses or refer claims to the Chief Executive who in exceptional circumstances may refer them to the Company Board. This power does not extend to the payment of the individual's own expenses.

R3.7.3 Expenses shall be paid on the basis of a standard rail fare or The Company car mileage allowance agreed by the Company Board. Air fare(s) shall only be paid with the prior approval of the Company. The mode of transport shall be stated on the claim form. Reasonable meal and overnight allowances shall be paid where necessary.

All reasonable expenses of the following shall be met.

- a) President, Vice President, SASA Council, Company Board and members of administration staff incurred in attending convened meetings of National and Ad Hoc Committees, Scottish Swimming Championships meets or trials, international meets held in Scotland and such other meets or meetings as they are authorised to attend.
- b) Members of National and Ad Hoc Committees for attendance at appropriate convened meetings and meets under their control.
- c) Competitors selected for representative teams or participating in selection trials convened by the appropriate Company National Committee.
- d) Technical officials appointed by the Company to act at:
  - i) International meets or trials in Scotland
  - ii) National Championships held in Scotland
  - iii) Inter District Competitions
- e) Technical Officers in pursuit of their contractual duties.
- f) Lecturers/Examiners conducting approved certificate courses/examinations.
- g) Limited Technical Officials from other Associations/Federations

R3.7.5 The expenses of Technical Officials incurred by attendance at other meets shall be the responsibility of the organising body, as follows, unless decided otherwise by the Company Board.

- a) District and club galas which may include District Championships - by the organisers
- b) Water Polo League Matches - by the home team
- c) Swimming Leagues - by arrangement of the participating clubs
- d) Commonwealth Games by nominee
- e) Olympic Games )  
FINA World Championships ) by British Swimming  
FINA World Cup Competitions )  
LEN Competitions )

#### **R4.0 CHAMPIONSHIPS AND MEETS**

##### **R4.1 Scottish Championships**

R4.1.1 National Committees shall have full responsibility for the organisation of Scottish Swimming National Championships appropriate to their Discipline.

##### **R4.2 District Championships**

R4.2.1 Districts shall hold championships in accordance with the SASA Constitution Section C9.9.

##### **R4.3 Inter District Competition**

R4.3.1 For any Inter District Competition, the North and Midland Districts may agree to enter a joint team, upon the recommendation of the appropriate National Committee and subject to the approval of the Company Board.

##### **R4.4 Licensed/Accredited Meet**

R4.4.1 All competitive aquatic meets held in Scotland, involving members from two or more clubs, require to be licensed by the Company.

R4.4.2 Licensing is necessary to provide the Company with a means of control over and maintenance of minimum standards. The organisers of a competitive aquatic Meet are responsible for making application for a Licence in accordance with the appropriate Company Regulations.

R4.4.3 In addition to a licence, a Meet can also be "accredited" in accordance with the appropriate Company Regulations for the discipline of the meet that is to be licensed, in order to allow athletes an opportunity to achieve qualifying standards for National and International meets and teams.

R4.4.4 Athletes under 8 years on the last day of competition are not eligible to take part in a meet that has applied for accreditation.

R4.4.5 The minimum age for Open Water athletes, age defined as at 31 December, is as follows

- a) 12 years in events not greater than 1km.
- b) 13 years in events greater than 1km.

R4.4.6

A licence can only be granted for the weekend of the Scottish Swimming Annual General Meeting with the agreement of the Chief Executive.

**R4.5 Eligibility**

R4.5.1

All competitors shall be registered with their National Federation to be eligible to compete (FINA Rule GR1.1).

R4.5.2

A competitor must have signed a declaration agreeing to submit to testing for 'Banned Substances' if selected. Competitors under the age of 16 years must have the declaration signed by their parent/guardian.

R4.5.3

A competitor selected to represent Scotland must be a registered member of SASA as per SASA Constitution section C3.5 and must be either:

- a) a native of Scotland or
- b) a person with a Scottish mother or father or
- c) satisfy either of the following residential criteria:
  - i) for the Commonwealth Games –  
In line with current Commonwealth Games Federation Regulations or Guidelines (see information guide for details).
  - ii) for all other meets –  
a person who has been resident in Scotland for a minimum of six months in the 12 months prior to the first day of competition

R4.5.4

A Competitor who is not a SASA member may enter an Open Championship / Meet organised by the Company, provided they satisfy the requirements of Section R4.5.1.

R4.5.5

A Competitor who has changed their club in accordance with Section R5.2 and is not eligible to compete for their new club may compete as "Unattached". An unattached competitor cannot compete for a club in a relay event.

R4.5.6

- a) For Swimming a Junior Competitor is defined as under 17 years of age at midnight on 31 December in the year of competition.
- b) For disciplines, other than Swimming, a Junior Competitor is defined as under 17 years of age at midnight on 31 December in the year of competition except where FINA Rules state otherwise.

**R4.6 Medals**

R4.6.1

In all Aquatic Sports Championships, except Water Polo, organised by the Company, medals shall be awarded as follows:-

- a) For all events, including Open events, 'Gold', 'Silver' and 'Bronze' will be presented.
- b) In Open events a 'Gold' only will be presented to the Scottish Champion provided they are not also the Open Champion. When the Scottish and the Open Champion is the same person only one medal will be presented.

R4.6.2

In Water Polo championships, 'Gold' medals shall be awarded to all team members whose names appear on the team sheet of the team finishing first. 'Silver' medals shall be awarded to the members of the team finishing second in the following competitions: Scottish Water Polo Championship (Scottish Cup); Scottish Youth League Championships (Malta Trophy); Scottish Under 17 Water Polo Championship (Willie Mellors Memorial Trophy); Scottish Women's Water Polo Championship.

R4.6.3

In Water Polo National Leagues 'Gold' medals shall be awarded to the team finishing first.

**R4.7 Access to Championships/Meets**

R4.7.1

SASA Council Members, Company Board Members and National Committees will have free access to all meets under the Company's Jurisdiction and will receive permits for this purpose.

**R5.0 CLUB / TEAM (Membership)****R5.1 Club Membership**

- R5.1.1 An individual may be a member of one or more clubs.
- R5.1.2 An individual has a right to join additional club(s) in order to participate in an aquatic discipline not provided by their current club(s).
- R5.1.3 An Individual may participate in the internal championships/meets of any club of which they are a member providing the club has not a Regulation that would prevent such participation.
- R5.1.4 An individual may compete for one club only in each of the disciplines of Swimming, Masters Swimming, Water Polo, Synchronised Swimming, Diving or Open Water Swimming during the period 1 January to 31 December in any one year with the following exceptions:
- a) In Swimming, Synchronised Swimming, Diving or Open Water Swimming
    - i) An individual who is a member of only one club and changes clubs can compete for their new club in the month following confirmation of the receipt of the information by the Company.
    - ii) An individual who is a member of more than one club can declare to the Company, on the appropriate form, which is their First and Second claim club. Such individuals shall be eligible to compete for their second claim club with the written permission of their first claim club.
    - iii) An individual who has a first and second claim club and changes either club can compete for their new club in the month following confirmation of the receipt of the information by the Company.
  - b) For Water Polo please refer to Section R5.1.5.
  - c) A member whose registered club is part of a team may also compete in meets confined to the team.
  - d) Providing that the promoting body concerned does not take part in open competition, an individual may also take part in the annual gala and local, district, national and international competitions of their appropriate:
    - i) Occupation, trade, profession or business
    - ii) School, college, further education establishment, university
    - iii) Youth organisation provided the individual is under 18 years of age on 31 December

An individual may also take part in one-off events approved by the Company.
  - e) Where a person has changed residence to another SASA District, they may join a club in the new District provided that they have the permission of their former principal competitive club and District.
  - f) When a person has represented their District in competition but not their Club.
  - g) Swimmers may compete in a composite team in an invitation one off meet with the permission of their club.
- R5.1.5 In Water Polo the following shall apply:
- a) A Water Polo player may only represent one District during the period 1 January to 31 December in any one year.
  - b) Subject to Rule R5.1.5(c) and R5.1.5(d) a Water Polo player may play for their first or second claim club in any Scottish competition. Once committed to a team for a particular age group in that competition, they cannot play for another team in the same age group within that competition for the duration of that competition.
  - c) A Water Polo player may
    - (i) represent a Combined Team in a different age group of that competition provided that his first or second claim club form part of the combined team;
    - (ii) play for their second claim club in any Scottish competition, if the first claim club does not enter a team into a particular age group.
  - d) Notwithstanding Rule R5.1.5(b), a Water Polo player may represent a Combined Team or Combined Club in any competition without prejudice to their District and/or National club. (A Combined Team or Combined Club is a combination of players from two or more clubs for competition purposes as approved by the Company's Water Polo Committee).



**R5.2 Change of 1<sup>st</sup> or 2<sup>nd</sup> Claim Club**

- R5.2.1 An individual wishing to change their 1<sup>st</sup> or 2<sup>nd</sup> Claim Club must complete the appropriate form (available from the Company), and obtain the signature of the Secretaries of the clubs involved. The form shall then be sent to the Company.
- R5.2.2 An individual shall be entitled to obtain the signature of a club secretary or a reason for refusal within 14 days of the request being made.
- R5.2.3 When the new information is noted, the Company will notify the individual, the clubs concerned and the District Secretary(s).
- R5.2.4 An individual shall be able to compete for their new club(s) when notified by the Company, provided they are not in breach of Section R4.5.5 or Sections R5.1.4 or R5.1.5.

**R5.3 Composite Teams**

- R5.3.1 Membership of an Affiliated Club is a prerequisite of membership of a composite team.
- R5.3.2 With the prior approval of the Company Board, Composite Teams may be established by two or more Clubs within one local authority district or by clubs from neighbouring local authority districts for the purpose of training and competition.
- R5.3.3 Application for a licence to establish a composite team shall be made to the Company with a copy to the appropriate District Secretary. The application must be accompanied by the Constitution of the Composite Teams and the fee as specified in Section R3.4.1.
- R5.3.4 Competitors representing a Composite Team cannot also represent their registered club in the same competition.
- R5.3.5 Composite Teams are not entitled to have delegates at SASA, Company or District meetings.
- R5.3.6 Composite Teams shall have the following entitlements;
- a) Direct mailing of information concerning competitions to a nominated representative.
  - b) The right to organise competitions under Company Rules/Company Regulations.
  - c) Participation in National Swimming Championships/Meets, Masters Championships and Team Championships and Leagues which for the avoidance of doubt shall be run by the Company.
  - d) Participation in District Championships if approved by the District.
  - e) Participation in Club / Composite Team Invitation Meets if invited by the Organising Club / Composite Team.

**R6.0 DRUG ABUSE**

- R6.1 A competitor is forbidden to use any of the 'Banned Substances' listed by FINA.
- R6.2 A competitor found to have used, or to be in possession of a 'Banned Substance' at a competition or refusing to submit to a test shall be disqualified from the competition, at the instance of British Swimming
- R6.3 Testing for 'Banned Substances' shall be in accordance with British Swimming requirements.
- R6.4 Any person assisting or inciting others to use a 'Banned Substance' shall be considered as having committed an offence.
- R6.5 Complaints relating to drug offences shall be dealt with in accordance with Section R12.1.5.

**R7.0 RECORDS****R7.1 Scottish Records**

- R7.1.1 All applications for Scottish Records shall be submitted on the appropriate form to the Company, normally, within 30 days of the attempt. Applications for Scottish Junior Records must be eligible as defined in Section R4.5.6. Applications will not be approved unless the individual or all the members of the relay team are members of the SASA.
- R7.1.2 The approval or rejection by the Company of any application shall be final.
- R7.1.3 The Company shall issue on request a certificate for a Scottish Record.
- R7.1.4 Any individual who relinquishes their right to compete for Scotland in favour of another country cannot be accredited with a new Scottish Record.
- R7.1.5 The events for which a Scottish Record can be claimed shall be as set out in the Company Regulations.
- R7.1.6 The Company shall maintain a history of National Records.

**R7.2 British Records**

- R7.2.1 Application for British records shall be submitted in accordance with the requirements of British Swimming.

**R7.3 Commonwealth, European & World Records**

- R7.3.1 Application for Commonwealth, European & World records shall be submitted in accordance with the requirements of the appropriate governing body.

**R8.0 COMPETITION / TRAINING OUTSIDE GREAT BRITAIN**

- R8.1 An individual competing/training outside Great Britain shall conform to FINA Rules.
- R8.2 An individual wishing to compete/train outside Great Britain shall make application for a Permit to the Company.
- R8.3 A Permit can only be granted for the weekend of the Scottish Swimming Annual General Meeting with the agreement of the Chief Executive.

**R9.0 LICENSING OF MEMBERS**

- R9.1 A system of licensing aims to promote a professional work force, high standards and good practice in the teaching, coaching, tutoring and officiating of aquatics. A licence equates to accreditation to practice based on level of qualification, highest standards and good practice, continuous professional development and adherence to a Code of Ethics.
- R9.2 A member of SASA, suitably trained and experienced, may apply for a licence to operate in one or more of the following categories:-
- a) Licensed by Scottish Swimming
    - i) Teacher and Coach  
Teacher and Coach is as defined in SASA Constitution Section C3.3.3.  
Affiliated members of the SASA can apply for a teacher/coach licence following the achievement of a recognised aquatic teaching and or coaching qualification (UKCC qualification or equivalent)
    - ii) Tutor  
A member who holds a current tutoring qualification issued by a recognised governing body for aquatics i.e. SASA, ASA, WASA, British Swimming, an international equivalent or S/NVQ, wishing to run UKCC courses in Scotland.  
Affiliated members of the SASA who hold a teacher/coach licence at a minimum of level 2 in the appropriate discipline(s) can apply for a tutor licence.
  - b) Licensed by British Swimming
    - i) Technical Official as defined in SASA Constitution Section C3.3.3.
- R9.3 Detailed information relating to criteria, validity period and application process for each category in Section R9.2(a) is set out in the appropriate Company Regulations on the Scottish Swimming website. Information for categories in Section R9.2(b) are on the British Swimming website.

**R10.0 TROPHIES / REPLICAS / AWARDS**

- R10.1 All Trophies belong to the Company in perpetuity and cannot be won outright.
- R10.2 The Company shall act as Trustee of all Trophies.
- R10.3 The winner of a trophy shall sign a receipt guaranteeing safe custody and return of the trophy at least two months prior to the next competition or on request by the Trustee or Company. Any change of address by the holder must be communicated to the Trustee.
- R10.4 No trophy shall be taken outside Scotland.
- R10.5 In the event of a Championship being withheld, the holder shall return the Trophy to the Trustee.
- R10.6 Where the sole entrant is the holder of the Championship, they shall be recognised as champion without competition or award.
- R10.7 No Replica, Copy or Miniature of any trophy, medal, plaque, pennant or design belonging to Scottish Swimming may be made unless with the permission of the Company.
- R10.8 Awards shall be presented in accordance with the SASA Constitution Section C11.0.

**R11.0 PROTESTS****R11.1 Scope**

- R11.1.1 All Protests shall be made to and dealt with by the Company.  
A protest may be made by a competitor, or an individual acting on a competitor's behalf, in the following circumstances:
- R11.1.1.1 If the rules/regulations for the conduct of the competition as organised by the Company are not observed.
  - R11.1.1.2 If other conditions endanger the competition and/or competitors as organised by the Company.
  - R11.1.1.3 Against a decision of the Referee as appointed by the Company.  
However, no protest shall be allowed against decisions of fact.
- R11.1.2 In Diving, a verbal protest may be made by the appropriate individual (see Section R11.1.1) immediately after the execution of a dive, a round of dives or a section of the contest. If the verbal protest is not accepted, a formal protest may be made.
- R11.1.3 A protest may not be made against a decision of the Referee or any other official regarding placing, fouling or any other facts of a competition.

**R11.2 Procedure - Referee**

- R11.2.1 The Referee is responsible for dealing with protests during an event.
- R11.2.2 If conditions causing a potential protest are noted prior to the competition a protest must be lodged before the signal to start is given, otherwise the protest must be lodged within 30 minutes following the conclusion of the respective event or match.
- R11.2.3 A protest must be submitted:
- a) To the Referee
  - b) In writing
  - c) By the appropriate individual (see Section R11.1.1)
  - d) Together with the appropriate fee (see Section R3.4.1)
- R11.2.4 A referee rejecting a protest must give the reason for their decision in writing. The appellant may appeal to the Jury of Appeal, which shall be appointed as defined in Company Regulations.
- R11.2.5 If the protest is rejected, the fee will be forfeited to the management body of the competition. If the protest is upheld, the fee will be returned.

**R11.3 Procedure - Jury of Appeal**

- R11.3.1 A Jury of Appeal shall consist of at least three individuals. Each jury member shall have one vote (except as provided in Section R11.3.2) and in the case of equality of voting the Chair may exercise a casting vote.
- R11.3.2 A jury member is allowed to speak but not to vote on a case in which the interest of their own District or Club is involved. A jury member having acted as an official is not allowed to vote on a case.
- R11.3.3 The Jury of Appeal shall be appointed as defined in Company Regulations.

**R11.4 Treatment - Jury of Appeal**

- R11.4.1 The decision of a Jury of Appeal is final.

**R12.0 COMPLAINTS****R12.1 Scope**

- R12.1.1 All Complaints shall be made to and dealt with by the Company.  
A complaint shall be a formal expression of dissatisfaction or allegation of unfair practice/misconduct in connection with aquatic sports as governed by Scottish Swimming and may be made by:
- a) Any member as defined in the SASA Constitution Section C3.
  - b) A parent or guardian on behalf of a member under the age of 16 years.
  - c) Any individual.
  - d) An Affiliated Club.
- R12.1.2 Any Individual or Body the subject of complaint must be offered the opportunity to be heard in their defence.
- R12.1.3 In dealing with complaints about breaches of Club Constitution/Rules, District Rules, SASA Constitution, Company Articles, Company Rules, Company Regulations or unfair practice the appropriate body to consider the complaint is as follows:
- a) For Club Constitution and/or Rules - The Club
  - b) For Drug offences - British Swimming
  - c) For all other complaints - The National Enquiry Panel  
except child abuse or other  
criminal offences
- R12.1.4 If the complaint involves child abuse or other criminal offences the complaint shall be referred to the Company's Chief Executive within 48 hours. Failure to do so may result in disciplinary action. The Chief Executive, Scottish Swimming Legal Advisor, Director of Operations and the Chair of the Company Board shall deal with such cases as appropriate. For such cases No fee is required and the initial contact need not be in writing.
- R12.1.4.1 Upon receipt by the Chief Executive of:
- (a) notification that an individual has been charged with an Offence; or
  - (b) notification that an individual is the subject of an investigation by the police, social services or any other authority relating to an offence; or
  - (c) other evidence which causes the Chief Executive to reasonably conclude that an individual may have committed an Offence
- then in any such case the Chief Executive may impose upon the individual an interim suspension from any event or activity promoted or authorised by the Company or any body directly or indirectly affiliated to the SASA or the Company wherever held.
- R12.1.4.2 In reaching their determination as to whether an interim suspension should be imposed the Chief Executive shall give consideration to, inter alia, the following factors:
- a) whether a child or children or young persons(s) is/are or may be at risk;
  - b) whether the allegation(s) is/are of a serious nature;
  - c) whether a suspension is necessary or proportionate to allow conduct of any investigation (by the Company or any other authority or body) to proceed unimpeded.

- R12.1.4.3 Where an individual shall have been convicted or have been the subject of a caution in respect of an Offence the Chief Executive shall have power to impose summarily either or both of the following penalties:
- a) the withdrawal with immediate effect of any licence granted by the Company, which the individual may hold;
  - b) the suspension sine die of the individual from any event or activity promoted or authorised by the Company or any other body directly or indirectly affiliated to the SASA wherever held. There shall be a right of appeal to the National Arbitration Panel under this Section R12.1.4.3.
- R12.1.4.4 Without prejudice to the generality of Section R12.1.4.3 the Company may from time to time issue guidance or directions with regard to compliance with Section R12.1.4.3
- R12.1.5 If the complaint involves the use of drugs the complaint shall be referred to British Swimming for action and no further action taken under the complaints procedure. British Swimming shall deal with all cases involving drugs and their decisions in such cases shall be accepted by the Company.

## **R12.2 National Enquiry Panel (NEP)**

### **R12.2.1 Appointment and Composition**

- R12.2.1.1 A National Panels Member List from which members of tribunals shall be appointed for the purpose of hearing Complaints shall be established by the Company.
- R12.2.1.2 In terms of the SASA Constitution, nominations for membership of the National Panels Member list of the Company, may be made by Districts and individuals registered with the SASA. Each District may, each year, nominate not more than six persons (who shall be Members of SASA). Nominations to be sent to the Company by 15 November for submission to the Company Board. Members of the SASA Council and the Company Board shall not be eligible for Nomination.
- R12.2.1.3 From nominations received, the Company shall appoint a maximum of twenty suitably trained and experienced persons to the National Panel Member List and appoint up to six list members who can act as Chair of a tribunal.  
Appointment shall be for a three year term of office after which a person is eligible for re-appointment.

### **R12.2.2 Panel Membership**

- R12.2.2.1 No Panel Members shall participate in a tribunal in which they have a personal involvement with either the subject matters or the parties to the complaint or be present at such a tribunal.
- R12.2.2.2 A Tribunal which will consist of a minimum of three persons including a Chair shall be selected from the panel membership.

### **R12.2.3 Procedure**

- R12.2.3.1 A complaint is made to the Company.
- R12.2.3.2 The written complaint must reach the Company not later than 30 days after the incident that gave rise to it, but the Company may at their discretion extend this period up to six months in any case in which they are satisfied that it was not practicable for the complaint to be made within 30 days of the incident.
- R12.2.3.3 The written complaint must detail the matter(s) with which the complainant is dissatisfied and the reasons for their dissatisfaction.
- R12.2.3.4 The written complaint must be accompanied by the appropriate fee (see Section R3.4.1) except in the case of a water polo referee reporting "brutality" or "disrespect".
- R12.2.3.5 Within 14 days of receipt of a complaint, the Company shall send copy to each of the parties who are involved, the appointed NEP Tribunal members and the appropriate District Secretary(s).

- R12.2.3.6 The NEP Tribunal Chair shall arrange the date and venue for the National Enquiry Panel to consider the complaint which must be within 60 days of receipt of the complaint and shall give the parties at least 14 days notice of the arrangement.
- R12.2.3.7 If the NEP Tribunal Chair becomes aware of any unavoidable circumstances which will prevent a hearing being held within 60 days from receipt of the complaint, they shall have the discretion to extend the period for the hearing to a maximum of 120 days from receipt of the complaint, and shall notify the parties as soon as the decision to extend the period is made giving the reasons.
- R12.2.3.8 The Tribunal Chair may seek written or verbal evidence from any person who may be able to help the hearing.
- R12.2.3.9 The proceeding shall be flexible and shall be at the discretion of the Tribunal Chair who shall ensure that manuscript notes of the proceedings are taken.
- R12.2.3.10 The Company may invite the Scottish Swimming Honorary Legal Advisor to act as adviser to a NEP Tribunal.
- R12.2.3.11 The Tribunal Chair shall obtain from the Company the record of previous offences, if any, of the alleged offender. It shall be supplied in an inner sealed envelope which shall only be opened in accordance with Section R12.2.4.2.

**R12.2.4 Treatment**

- R12.2.4.1 If any question concerning the interpretation of General Law arises, the Tribunal Chair must seek the written advice of the Scottish Swimming Honorary Legal Advisor.
- R12.2.4.2 In any case where a complaint is upheld the record of any previous offences of the person concerned shall be opened before the Panel considers the imposition of a penalty.
- R12.2.4.3 A Panel may make whatever order it considers just, including the imposition of financial penalty and/or exclusion/suspension for a period.
- R12.2.4.4 The Panel may decide to return the fee when the complaint is upheld.
- R12.2.4.5 The Chair of the Tribunal at which the complaint is heard shall arrange for the decision to be communicated in writing to the parties, the Company and the appropriate District Secretary(s) within 14 days of the date of the meeting.
- R12.2.4.6 The Chair of the Tribunal at which the complaint is heard shall arrange for a copy of the finding with all the attendant documents to be sent to the Company for record purposes and request the Company to inform the Company Board.

**R12.2.5 Costs**

- R12.2.5.1 A Panel may at their discretion, award as costs in full or part, a sum to meet the expenses actually and necessarily incurred by a successful party in preparing and presenting their case. In calculating the amount of such a sum, nothing shall be included on account of professional charges for representation or otherwise, and expenses shall conform to Company Rules.

**R13.0 SUSPENSIONS AND FINES**

- R13.1.1 Any SASA member as defined in the SASA Constitution Section C3, official, Affiliated Club, or individual proved guilty of an infringement of SASA Constitution, Company Articles, Company Rules, Company Regulations or Company Codes of Practice or proved guilty of misbehaviour or unfair practice in connection with the sport may be liable to suspension, fine or other sanction.
- R13.1.2 Any sanction imposed on a competitor or any other person by FINA, by or recognised by a National Federation affiliated to FINA or a continental body recognised by FINA or the ASA or by WASA, shall be recognised by the SASA. An appeal may be made against the recognition by the SASA and enforced in Scotland of a sanction imposed by the ASA or WASA.

**R13.2 Powers of Club(s)**

R13.2.1 For a breach of its own Rules, a Club may suspend a member from activities wholly within its own jurisdiction provided that before doing so, it informs the member of the alleged offence and the requirements of Section R12.1.2 have been satisfied.

**R13.3 Powers of National Enquiry Panel**

R13.3.1 Suspensions and fines may be imposed on Individuals and or Clubs, by the National Enquiry Panel provided the requirements of Section R12.1.2 have been satisfied.

R13.3.2 Decisions taken by a National Enquiry Panel are mandatory on any individual or club cited in the report, unless the decision is withdrawn by the Panel following written representation

R13.3.3 Where a fee or fine (not subject to appeal) imposed by the Company has not been paid, then the Company can after due warning, suspend the individual or Club until payment is made.

**R13.4 National Arbitration Panel**

R13.4.1 Suspensions and fines may be imposed on Individuals and or Club by the National Arbitration Panel provided the requirements of Section R12.1.2 have been satisfied.

R13.4.2 Decisions taken by a National Arbitration Panel are mandatory on any individual or club cited in the report, unless the decision is withdrawn by the Panel following written representation.

**R13.5 Suspensions**

R13.5.1 A District will be suspended if a motion to the effect 'that the District has rendered itself unworthy to belong to the SASA' is carried by a two-thirds majority of those present and voting at a Scottish Swimming Annual General Meeting or a SASA Extraordinary General Meeting.

R13.5.2 A person under suspension shall not participate in any activity organised by a Club or controlled by the Company except as in Section R13.5.3.

R13.5.3 Where appropriate a person may be given a limited suspension provided the limitation(s) are clearly defined (eg a person may be suspended from all competition activities but allowed to continue in training and administration activities).

R13.5.4 A Swimmer, Club or Official taking part in a competition held by an unaffiliated Club or body except as permitted in Section R5.1.4(c) may be suspended.

R13.5.5 An eligible competitor taking part in competitions, exhibitions or demonstrations with someone whom they know to be under suspension may themselves be suspended.

R13.5.6 Suspensions by the National Enquiry Panel or the National Arbitration Panel shall be binding on all Clubs and Districts of the SASA.

R13.5.7 Suspensions and the lifting of suspensions shall be reported to Clubs, Districts and to British Swimming/FINA as appropriate.

**R13.6 Fines**

R13.6.1 Fixed fines published annually in the Annual Guide and Information Booklet or an alternative publication as decided by the Company shall be imposed on all Individuals and Clubs by Districts and Company National Committees as appropriate.

R13.6.2 Fines may be imposed on Individuals, Clubs or Districts by the National Enquiry Panel or the National Arbitration Panel. The value of the fine will be as determined by the appropriate panel.

R13.6.3 When a fee or fine (not subject to appeal) due to the Company has not been paid the Company can after due warning suspend the Individual or Club until payment is made.

- R14.1.1 There is Leave to Appeal against a decision taken by a Club, a District, Scottish Swimming or part thereof or any individual(s) or organisations empowered to act on behalf of Scottish Swimming or part thereof.
- R14.1.2 An Appeal may be made by:  
a) Any member as defined in the SASA Constitution Section C3.  
b) A parent or guardian on behalf of a member under the age of 16 years.  
c) Any individual.  
d) An Affiliated Club.
- R14.1.3 There shall be a right of appeal against the recognition by the SASA and enforcement in Scotland under Section R13.1.2 of a sanction imposed by the ASA or WASA. The decision on any such appeal shall not be permitted to affect a sanction imposed by the ASA or WASA in any way which applies to any competition or matter wholly within the jurisdiction of the Association which has imposed the sanction.
- R14.1.4 In dealing with Appeals the appropriate body to consider an appeal is as follows:  
a) For a decision of a club, a District,  
The SASA and the Company or  
The National Enquiry Panel - The National Arbitration Panel.  
b) For a decision of the  
National Arbitration Panel - The Company Final Appeal Panel.
- R14.1.5 Decisions arising from the normal course of business of a Club, District or Company National Committee on administrative and technical matters, appointments and selection of teams may not be the subject of an appeal.
- R14.1.6 The decision of the National Arbitration Panel will be final except when it is contended that the appeal has not been handled in accordance with the Company Rules and only then can Leave of Appeal be made to the Company Final Appeals Panel.
- R14.1.7 When Leave to Appeal is made, the decision against which the appeal is being made shall be suspended, except in exceptional cases which shall include but not be limited to circumstances where Child Protection is an issue. For the avoidance of doubt the Company will decide whether or not the case is an exceptional case for the purposes of the forgoing sentence.

**R14.2 National Arbitration Panel (NAP)**

**R14.2.1 Appointment and Composition**

- R14.2.1.1 Members of NAP Tribunals shall be appointed, by the Company, from the National Panels Member List for the purpose of hearing Appeals.
- R14.2.1.2 Nominations for the National Panels Members List shall be in accordance with Section R12.2.1.2.
- R14.2.1.3 The Company shall make appointments, to the National Panel Members in accordance with Section R12.2.1.3.

**R14.2.2 Panel Membership**

- R14.2.2.1 No Panel Members shall participate in a tribunal in which they have a personal involvement with either the subject matter or the parties to the complaint or be present at such a tribunal.
- R14.2.2.2 The Chair, Vice-Chairs and other members of the panel shall be appointed up to a three year term of office. Two of the members shall retire each year but shall be eligible for re-appointment.
- R14.2.2.3 A NAP Tribunal which will consist of a minimum of three persons including a Chair shall be selected from the Company National Panels Membership List. A person that has been a member of the National Enquiry tribunal dealing with the complaint can not also be a member of the tribunal considering the appeal.”



**R14.2.3 Procedure**

- R14.2.3.1 Leave to appeal is made to the Company.
- R14.2.3.2 The written appeal must reach the Company not later than 30 days after receipt of notification of the decision which is being appealed.
- R14.2.3.3 The appeal statement must detail the decision against which the appeal is being made and the reasons for dissatisfaction.
- R14.2.3.4 The written appeal must be accompanied by the appropriate fee (see Section R3.4.1).
- R14.2.3.5 Within 14 days of receipt of an appeal, the Company shall send a copy of the appeal statement to the Chair of the appropriate Appeal Body, each of the parties who are involved and the appropriate District Secretary.
- R14.2.3.6 The Chair of the Appeal Body, after due consideration of the appeal statement and any other supporting documentation available will decide whether the appeal will be handled by a tribunal hearing or only by due consideration of the documentation presented and arrange for the interested parties and the appropriate District Secretary to be advised of the decision within 14 days.
- R14.2.3.7 When the decision is taken to hold a tribunal hearing the date and venue must be within 90 days of receipt of the appeal by Company and the parties shall be given at least 14 days notice of the arrangements.

**R14.2.4 Treatment**

- R14.2.4.1 The procedure to be followed at a hearing of the Appeal Tribunal shall be flexible and shall be at the discretion of the Chair. The purpose of the proceedings is to reach, expeditiously, a just outcome.
- R14.2.4.2 Witnesses may not be called except with the prior consent of the Chair of the Appeal Tribunal which shall not be given unless either:
- a) New evidence has come to light which was not available at the original hearing or the Chair is of the opinion that their evidence should be heard in the interests of justice.
  - b) The Chair is of the opinion that the record of evidence at the original hearing is inadequate.
- R14.2.4.3 The Chair of the tribunal shall not allow a substantial re-hearing of the case of one party without allowing an equal re-hearing of the other.
- R14.2.4.4 Professional representation shall be permitted only when the Chair of the tribunal and other parties to the hearing have been given at least 14 days notice of the name and professional status of such a representative.
- R14.2.4.5 A representative of the Body, whose decision is being appealed, should be available at the hearing of the appeal but may not act as a witness for the parties.
- R14.2.4.6 Any questions concerning the accuracy of the record made at the hearing of the complaint shall be referred in writing to the Chair of the relevant Tribunal who must reply in writing.
- R14.2.4.7 At the hearing, each party has the right to state their case, to call witnesses if this has been allowed by the Chair, to cross-question witnesses called by another party and finally to summarise their case.
- R14.2.4.8 The appointed Secretary shall record fully the hearing, the decision(s) and the reason(s) for it. Any tape recording shall be retained for at least six years.
- R14.2.4.9 If any question concerning the interpretation of general law arises the Chair of the Tribunal shall make a full record of the issue and shall seek the advice of the Honorary Legal Adviser in writing.
- R14.2.4.10 If any question arises concerning the interpretation of the rules of a District Association or Club, the Chair may seek the advice in writing of the relevant District or Club President.

R14.2.4.11 The normal rules of evidence shall apply except that the Chair of the tribunal shall not be bound by judicial laws in respect of procedure or the admissibility of evidence.

R14.2.4.12 The Chair of the Tribunal may advise the parties orally of the decisions of the Panel after the hearing. Whether or not the Chair does so, the parties shall be informed in writing within 14 days of the date of the hearing. A copy of the decisions shall be sent to the appropriate District Secretary for their information.

R14.2.4.13 The entire record of the proceedings shall be sent to the Company for recording and storage. The Company shall inform the SASA Council of the decision.

**R14.2.5 Costs**

R14.2.5.1 A panel may at their discretion, award as costs in full or part, a sum to meet the expenses actually and necessarily incurred by a successful party in preparing and presenting their case. In calculating the amount of such a sum, nothing shall be included on account of professional charges for representation or otherwise, and expenses shall conform to Company Rules.

**R14.3 Company Final Appeals Panel**

**R14.3.1 Appointment and Composition**

R14.3.1.1 A Company Appeals Panel for the purpose of hearing Final Appeals shall be established by the Company.

R14.3.1.2 Any person(s), who is a SASA member, may be requested to serve on a Company Appeals Panel, provided they have not been a member of either the NEP or NAP Tribunals that have previously deliberated on the case.

**R14.3.2 Panel Membership**

R14.3.2.1 No Panel Members shall participate in a panel in which they have a personal involvement with either the subject matters or the parties to the complaint or be present at such a tribunal.

**R14.3.3 Procedure**

R14.3.3.1 Leave to appeal is made to the Company.

R14.3.3.2 The written appeal must reach the place of business of the Company not later than 30 days after receipt of notification of the decision which is being appealed.

R14.3.3.3 The appeal statement must detail the reasons for contending that the Appeal Body did not handle the original appeal in accordance with Company Rules.

R14.3.3.4 The written appeal must be accompanied by the appropriate fee (see Section R3.4.1).

**R14.3.4 Treatment**

R14.3.4.1 The procedure shall be the same as for a National Arbitration Panel (see Section R14.2.4).

**R14.3.5 Costs**

R14.3.5.1 A panel may at their discretion, award as costs in full or part, a sum to meet the expenses actually and necessarily incurred by a successful party in preparing and presenting their case. In calculating the amount of such a sum, nothing shall be included on account of professional charges for representation or otherwise, and expenses shall conform to Company Rules.

**R15 British Swimming Judicial Panels Membership**

R15.1 In accordance with the British Swimming Disciplinary Code, Scottish Swimming shall nominate members to BS Judicial Panels as follows:-

**R15.2 Judicial Panel (BS JP)**

R15.2.1 Scottish Swimming shall nominate up to three persons, who are or have been on the Scottish Swimming National Panels Members List for appointment for a period of two years.

R15.2.2 Retiring members shall be eligible for re-nomination.

**R15.3 Appeals Panel (BS AP)**

R15.3.1 Scottish Swimming shall nominate one person, who is or has been on the Scottish Swimming National Panels Members list for appointment for a period of four years.

R15.3.2 A retiring member shall be eligible for re-nomination.

**R15.4 Judicial Appointments Panel (BS JAP)**

R15.4.1 Scottish Swimming shall nominate one person, who is or has been on the Scottish Swimming National Panels Members list for appointment for a period of four years.

R15.4.2 A retiring member shall be eligible for re-nomination.

**R15.5 Nomination Process**

R15.5.1 Nominations for the BS JP and BS AP shall be made to the BS JAP for review and endorsement prior to appointment by the British Swimming Board.

R15.5.2 Nominations for the BS JAP shall be made directly to the British Swimming Board.

**R16.0 STANDING ORDERS****R16.1 Chair & Quorums**

## R16.1.1 Chair

The rules covering the Chair of meetings are included within the relevant paragraphs of the SASA Constitution, Company Articles and Company Rules relating to each meeting.

## R16.1.1 Quorum

The rules covering the Quorum for meetings are included within the relevant paragraphs of the SASA Constitution, Company Articles and Company Rules relating to each meeting.

**R16.2 Annual, General and Delegates Meetings**

R16.2.1 The Standing orders in this section shall apply to Annual, General and Delegates meetings

a) **Scottish Swimming**

Scottish Swimming Annual General Meeting

**Scottish Swimming** Extraordinary General meetings

## b) SASA Districts

Annual General Meetings

Delegates Meetings

R16.2.2 The general rule is that any decision made by the meetings in Section R16.2.1 must be either a unanimous decision (Section R16.4) or a majority decision (Section R16.5).

R16.2.3 In the event of there being an equality of votes on a motion which requires a decision (choice) to be made for the continued good governance of Scottish Swimming the Chair shall have a second or casting vote.

R16.2.4 The Chair shall not speak to, support or oppose a motion from the Chair. If the Chair wishes to do so, they must vacate the Chair before the motion is moved and until that business is concluded the Chair shall be taken by the appropriate individual determined by the meeting rules.

R16.2.5 The Chair's ruling on questions of order or procedure shall be final unless it is challenged. No such challenge shall stand unless at least the following numbers, of those entitled to vote, indicate their support for such a challenge:

a) for SASA meetings - at least 30 individuals.

b) for SASA District meetings - at least 30% of the individuals present.

Thereafter a motion "That the Chair's ruling shall stand" will be put without discussion. The Chair's ruling shall only be reversed by at least a two-thirds majority of those present and voting.

R16.2.6 The approval of at least two thirds of those present and voting is required to:

a) Alter the order of business.

b) To submit an alteration to a motion.

c) To allow any individual to address the meeting who is not otherwise entitled to do so.

R16.2.7 A motion must be in the affirmative.

R16.2.8 A motion must be seconded immediately after the mover's speech. If there is no seconder, the proposition falls.

R16.2.9 If any motion on the Agenda is not moved by the proposer or other individual entitled to take part in the proceedings and vote when it is called by the Chair, it shall be considered as dropped and may not be carried forward to later in the meeting.

R16.2.10 No speaker may speak more than once on any motion except in the following circumstances:

a) The mover of an original motion shall be entitled to reply at the end of the discussion before the motion is put to the vote and even if they have spoken on any amendment to the motion.

b) An individual who has already spoken may propose a motion of order or make a point of order, subject to Sections R16.2.17 and R16.2.18.

c) Speakers who consider they have been misunderstood shall be allowed, at the discretion of the Chair, to make an explanation.

- R16.2.11 A motion once seconded may only be withdrawn by the mover with the consent of the seconder.
- R16.2.12 An amendment must not directly negate the original motion nor shall it have the effect of introducing a new proposal, for which notice of motion would be required.
- R16.2.13 If an amendment is carried, it shall become or form part of the substantive motion.
- R16.2.14 The following motions of order shall have priority and shall be taken without discussion.
- a) That the vote now be taken
  - b) That the meeting does now adjourn
  - c) The meeting has no confidence in the Chair.
- R16.2.15 The motions of order set out in Section R16.2.14 do not require to be seconded with the exception of (c), which also requires the following numbers, of those entitled to vote, to indicate their support for such a motion.
- a) for SASA meetings - at least 30 individuals.
  - b) for SASA District meetings - at least 30% of the individuals present.
- R16.2.16 The Chair shall have the discretion to refuse to accept any of the motions of order set out in Section R16.2.14 with the exception of (c).
- R16.2.17 A motion of order “that the vote now be taken” shall only be moved by an individual who has not previously spoken in the debate.
- R16.2.18 If the meeting agrees “That the vote now be taken”, the motion or amendment under debate shall be put to the vote after the mover of the motion or amendment has been offered the right of reply.
- R16.2.19 Speakers shall confine their remarks to the proposition under discussion.
- R16.2.20 The Chair shall ensure that where opposition to a motion exists, opportunity shall be given for this opposition to be expressed in debate.
- R16.2.21 The mover of a motion may speak for up to ten minutes. Other speakers will be allowed a maximum of five minutes.
- R16.2.22 Voting for Office-Bearers shall be by secret ballot. The candidate receiving the most votes shall be elected. In the event of a tie Section R16.2.3 shall apply.
- R16.2.23 Voting for motions or amendments shall be by show of hands unless a secret ballot is requested by the Mover or the Meeting. A secret ballot may also be held after a vote by show of hands at the discretion of the Chair.
- R16.2.24 When a vote on a motion or amendment is taken, the Chair shall firstly call for an indication of those in favour of the proposition and secondly those against the proposition. Only when an individual entitled to vote wishes their formal abstention to be recorded shall abstentions be counted.
- R16.2.25 Only the votes of those present at the casting of the votes shall be counted subject to the provisions of Section R16.2.23.
- R16.2.26 Any individual entitled to vote may request a recount.

### **R16.3 Committee Meetings**

- R16.3.1 The Standing orders in this section shall apply to Committee meetings
- a) SASA  
SASA Council
  - b) SASA Districts  
Committees
  - c) Company Meetings  
Company Board  
National Committees

- R16.3.2 The general rule is that any decision made by the committees in Section R16.3.1 must be either a unanimous decision (Section R16.4) or a majority decision (Section R16.5).
- R16.3.3 In the event of there being an equality of votes on a motion which requires a decision (choice) to be made for the continued good governance of Scottish Swimming the Chair shall have a second or casting vote.
- R16.3.4 The Chair’s ruling on questions of order or procedure shall be final unless it is opposed by a majority of members.
- R16.3.5 Speakers shall confine their remarks to the proposition under discussion.
- R16.3.6 The Chair shall ensure that where opposition to a motion exists, opportunity shall be given for this opposition to be expressed in debate.
- R16.3.7 Voting shall be by a show of hands of those present at the casting of votes and eligible to vote.
- R16.3.8 The Chair may allow any individual not entitled to take part in the proceedings and vote to address the meeting.

**R16.4 Unanimous Decisions**

- R16.4.1 A unanimous decision is taken when all attendees indicate to each other that they share a common view on a matter.
- R16.4.2 A unanimous decision
  - a) may be taken without any discussion between attendees.
  - b) may, but need not, take the form of a resolution in writing, copies of which have been signed by each attendee or committee member.
- R16.4.3 If the total number of attendees at a meeting is less than the quorum the meeting must not take any unanimous decision.
- R16.4.4 If a proposed decision of a meeting is concerned with an actual or proposed transaction or arrangement in which an attendee is interested, that attendee is not to be counted as participating in the decision-making process for voting or quorum purposes unless the attendee’s interest cannot reasonably be regarded as likely to give rise to a conflict of interest or the conflict of interest arises from a permitted cause.
- R16.4.5 A meeting must keep a record, in writing, of every unanimous decision taken by the meeting.

**R16.5 Majority Decisions**

- R16.5.1 Where a meeting has a specific rule on the criteria for a majority decision it takes precedence over the rules in this section.
- R16.5.2 No majority decision (other than a decision to call a meeting) shall be taken by a meeting unless a quorum participates in the decision-making process. Where no specified quorum exists for a meeting the number of attendees is taken as the quorum for majority decision making purposes.
- R16.5.3 If the total number of attendees at a meeting is less than the quorum required for majority decision making, the meeting must not take any majority decision.
- R16.5.4 If a proposed decision of a meeting is concerned with an actual or proposed transaction or arrangement in which an attendee is interested, that attendee is not to be counted as participating in the decision-making process for voting or quorum purposes unless the attendee’s interest cannot reasonably be regarded as likely to give rise to a conflict of interest or the conflict of interest arises from a permitted cause.
- R16.5.5 A meeting must keep a record, in writing, of every majority decision taken by the meeting.

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